

FILED
U. S. DISTRICT COURT
EASTERN DISTRICT ARKANSAS

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS

MAY 24 2019

JAMES W. McCORMACK, CLERK
By: [Signature] DEP CLERK

GAVILON GRAIN, LLC

Plaintiff,

vs.

K & A SEALY FARMS, an Arkansas
General Partnership; C & A
HEIDELBERGER FARMS, an Arkansas
General Partnership; BROCATO &
UNGER FARMS, an Arkansas General
Partnership; PHARR FARMS, an
Arkansas General Partnership; and C & D
FARMS, an Arkansas General
Partnership

Defendants.

CIVIL ACTION NO.

2:19-cv-58-JM

This case assigned to District Judge Moody
and to Magistrate Judge Volpe

PETITION TO COMPEL ARBITRATION

Introduction

Gavilon Grain, LLC ("Gavilon") files this Petition to Compel Arbitration under 9 U.S.C. § 4 of the Federal Arbitration Act. K&A Sealey Farms, C&A Heidelberger Farms, Brocato & Unger Farms, Pharr Farms, and C&D Farms (collectively, the "Farms") each entered into an arbitration agreement that requires them to arbitrate their claims against Gavilon. The Farms have violated these agreements by filing a complaint against Gavilon in Arkansas state court. Under section 4 of the Federal Arbitration Act, this Court should enforce the arbitration agreements and compel the Farms to arbitrate their claims.

Parties

1. Gavilon Grain, LLC is a Delaware limited liability corporation with its principal place of business in Omaha, Nebraska. The following is its ownership structure: Gavilon Grain, LLC is wholly owned by Gavilon Global Ag Holdings, LLC; which is wholly owned by The Gavilon Group, LLC; which is wholly owned by Marble Gold V LLC; which is wholly owned

by Gavilon Agriculture Investment, Inc. Gavilon Agriculture Investment, Inc. is a Delaware corporation with its principal place of business in Nebraska. Gavilon Grain, LLC is therefore a citizen of Delaware and Nebraska.

2. K&A Sealy Farms is an Arkansas general partnership with its principal place of business in Arkansas.

3. C & A Heidelberger Farms is an Arkansas general partnership with its principal place of business in Arkansas.

4. Brocato & Unger Farms is an Arkansas general partnership with its principal place of business in Arkansas.

5. Pharr Farms is an Arkansas general partnership with its principal place of business in Arkansas.

6. C&D Farms is an Arkansas general partnership with its principal place of business in Arkansas.

Jurisdiction and Venue

7. This court has jurisdiction under 28 U.S.C. § 1332 and 28 U.S.C. § 1367. All defendants are citizens of Arkansas. Gavilon is a citizen of Delaware and Nebraska. Complete diversity between the parties therefore exists, and the amount in controversy exceeds \$75,000. (*See* Ex. A, State Court Compl. at 9 (seeking \$250,000 in punitive damages in addition to actual damages and attorneys' fees)). Additionally, all of the plaintiffs' claims are so related that they form part of the same case or controversy under Article III of the United States Constitution.

8. Venue is proper under 9 U.S.C § 4 because, save for the arbitration agreement, jurisdiction would be proper in this Court, and the arbitration provision does not identify another location for the arbitration to take place.

Facts

9. The Farms are agricultural entities engaged in soybean production.

10. In 2018, Gavilon Grain, LLC entered into a series of agreements to purchase soybeans from the each of Farms. (Ex. B, K&A Sealy Farms Contract; Ex. C, C & A Heidelberger Farms Contract; Ex. D, Brocato & Unger Farms Contract; Ex. E, Pharr Farms Contract; Ex. F, C&D Farms Contract.)

11. Each contract contains the following Arbitration Provision:

CONTROVERSIES: Controversies and/or other disagreements between Buyer and Seller arising under this Contract shall be settled by arbitration which shall be a condition precedent to any right of legal action that either Buyer or Seller may have against the other party. Any arbitration shall be in accordance with the rules of the National Grain and Feed Association [NGFA]. At the time notice of arbitration is served by either Buyer or Seller upon the other, (I) if either is a member of NGFA, the NGFA Arbitration Committee shall serve as the arbitrator; (ii) if neither is a member of the NGFA, the American Arbitration Association shall serve as the arbitrator.

(Exs. B-F, at 2.)

12. On April 8, 2019, the Farms filed suit against Gavilon in the Circuit Court of Phillips County, Arkansas.

13. In an apparent effort to avoid arbitration, the Farms characterized their claims—which arise from the purchase and sale of soybean—as tort claims for deceit and negligence. Nonetheless, the Farms’ claims against Gavilon arise under the parties’ contracts. Specifically, the Farms claim that Gavilon did not pay them the amount it promised.

14. In order to avoid federal diversity jurisdiction, the Farms named Gavilon employee, Robert Rhodes, as a defendant in the state court suit. The Farms’ claims against Rhodes are based on alleged actions in his capacity as and employee and agent of Gavilon, and seek to hold Gavilon vicariously liable for Rhodes’ action. The Farms’ claims against Rhodes therefore arose under the parties’ contract and are subject to arbitration.

15. Despite the Arbitration Provision's requirement that arbitration is "a condition precedent to *any right of legal action* that either Buyer or Seller may have against the other party," the Farms did not seek arbitration prior to filing suit.

Count I – Compel Arbitration Under the Federal Arbitration Act

16. Gavilon incorporates and realleges the allegations in Paragraphs 1–14.

17. Gavilon has a valid Arbitration Provision with each of the Farms. (*See* Exs. B-F, at 2.)

18. Despite the Arbitration Provisions, the Farms have failed to arbitrate their claims against Gavilon as they are obligated to do.

19. Instead, the Farms filed suit against Gavilon in the Circuit Court of Phillips County, Arkansas.

20. The Farms' claims in the Phillips County lawsuit arise from their contracts with Gavilon and are covered by the Arbitration Agreement.

21. Additionally, under the Arbitration Provision, arbitration is a condition precedent to *any* legal claims brought by either the Farms or Gavilon against the other. Because the Farms have not arbitrated their claims, that condition precedent has not been met.

22. Gavilon has been aggrieved by the Farms' failure to arbitrate their claims.

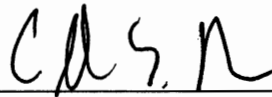
23. Under 9 U.S.C. § 4 of the Federal Arbitration Act, Gavilon is entitled to an order compelling the Farms to arbitrate their claims.

Prayer for Relief

For these reasons, Gavilon respectfully requests that the Court enter an order (1) enforcing the Arbitration Provisions; and (2) compelling the Farms to arbitrate its claims.

Dated this 24th of May, 2019.

Respectfully Submitted,



Clayborne S. Stone (Ark. Bar No. 2003102)
MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.
425 West Capitol Avenue, Suite 1800
Little Rock, Arkansas 72201
Phone: 501-688-8886
Fax: 501-918-7886
Email: cstone@mwlaw.com

-and-

James G. Powers (NE Bar No. 17780)
(*Pro Hac Vice Pending*)
Maryl C. Sattler (NE Bar No. 25869)
(*Pro Hac Vice Pending*)
First National Tower, Suite 3700
1601 Dodge Street
Omaha, Nebraska 68102
Phone: 402-341-3070
Fax: 402-341-0216
Email: jpowers@mcgrathnorth.com
msattler@mcgrathnorth.com

Attorneys for Gaviion Grain, LLC

FILED
At 10:55 o'clock A.M.

**IN THE CIRCUIT COURT OF PHILLIPS COUNTY, ARKANSAS
CIVIL DIVISION**

**K & A SEALY FARMS, an Arkansas General Partnership;
C & A HEIDELBERGER FARMS, an Arkansas General
Partnership; BROCATO & UNGER FARMS, an Arkansas
General Partnership; PHARR FARMS, an Arkansas General
Partnership; DAYTON PHARR FARMS, an Arkansas
General Partnership; and C & D FARMS, an Arkansas
General Partnership**

PLAINTIFFS

VS.

**ROBERT RHODES AND GAVILON
GRAIN, LLC**

DEFENDANTS

COMPLAINT

COME NOW Plaintiffs, by and through their attorney, Donald E. Knapp, Jr., and for their Complaint against Defendants, state:

I. JURISDICTION AND VENUE

1. Plaintiff K & A Sealy Farms is an Arkansas General Partnership having its principal place of business in Phillips County, Arkansas.
2. Plaintiff C & A Heidelberg Farms is an Arkansas General Partnership having its principal place of business in Phillips County, Arkansas.
3. Plaintiff Brocato & Unger Farms is an Arkansas General Partnership having its principal place of business in Phillips County, Arkansas.
4. Plaintiff Pharr Farms is an Arkansas General Partnership having its principal place of business in Arkansas County, Arkansas.
5. Plaintiff Dayton Pharr Farms is an Arkansas General Partnership having its principal place of business in Jefferson County, Arkansas.



6. Plaintiff C & D Farms is an Arkansas General Partnership having its principal place of business in Jefferson County, Arkansas.

7. Defendant Robert Rhodes is now and has at all times relevant hereto been a resident and citizen of Jefferson County, Arkansas.

8. Defendant Gavilon Grain, LLC, is a foreign limited liability company conducting business in the State of Arkansas.

9. The events complained of herein occurred in Phillips County, Arkansas and Jefferson County, Arkansas.

10. Jurisdiction is proper in this Court.

11. Venue is proper in this Court pursuant to A.C.A. § 16-55-213 and A.C.A. § 16-60-101.

II. FACTS

12. Paragraphs one (1) through eleven (11) are incorporated herein by reference as if set forth word for word.

13. Plaintiffs, each of them, are Arkansas general partnerships are agricultural entities engaged in soybean production in the State of Arkansas.

14. Defendant Robert Rhodes is employed by Defendant Gavilon Grain, LLC.

15. Defendant Gavilon Grain, LLC is engaged in the business of purchasing grain from agricultural producers in several states, including the State of Arkansas.

16. Throughout the 2018 crop year, Gavilon Grain, LLC, issued multiple damage grading sheets stating the amount of dockage producers would be assessed based upon the quality of soybeans delivered.

17. Beginning in early 2018 and continuing through the soybean harvest of 2018, Gavilon Grain, LLC continued to issued damage grading sheets with increasing dollar amounts per damage amount for the purpose and intent of manipulating grain prices paid for crop from producers.

18. At the point in time during the 2018 soybean harvest, Plaintiff's representatives separately contacted Defendant Robert Rhodes and specifically asked if Gavilon Grain, LLC would pay Plaintiffs for their soybeans according to the previously issued damage grading sheets as opposed to the most recently distributed damage grading sheet.

19. Upon each of the above referenced inquiries, Defendant Robert Rhodes specifically told representatives from each Plaintiff that, "Yes, we will pay you for your soybeans according to the earlier damage grading sheets rather than the most recent."

20. The earlier issued grading sheets priced damage for bushel at a much lower rate the damage grading sheet issued during harvest.

21. At all times relevant hereto, Defendant was an agent and employee of Gavilon Grain, LLC and Plaintiffs reasonable relied on statements made by Defendant Robert Rhodes.

22. After delivery, Defendant Gavilon Grain, LLC paid Plaintiffs according to the most recent damage grading sheets, as opposed to the earlier issued grading sheet as stated by Defendant Robert Rhodes.

III. COUNT I – DECEIT

23. Paragraphs one (1) through twenty-two (22) are incorporated herein by reference as if set forth word for word.

24. Defendants are liable to Plaintiffs for Deceit as follows:

a. Defendant Robert Rhodes falsely told Plaintiffs Defendant Gavilon Grain, LLC would pay them for their soybeans according to the previously issued soybean damage grading sheet; and

b. Defendant Robert Rhodes knew or reasonably should have known the statements he made to Plaintiffs were false; and

c. Defendant Robert Rhodes knew Plaintiffs would rely on his statements and deliver their soybeans to Defendant Gavilon Grain, LLC; and

d. Plaintiffs did rely on Defendant Robert Rhodes statements and did deliver their soybeans to Defendant Gavilon Grain, LLC; and

e. As a result of Defendant Robert Rhodes deceit, Plaintiffs sustained damages in the amounts of:

1. K & A Farms: \$9,818.86;
2. C & A Farms: \$24,151.67;
3. Brocato & Unger Farms: \$48,447.67;
4. Pharr Farms: \$113,000.00;
5. Dayton Pharr Farms: \$115,000.00; and
6. C & D Farms: \$10,769.70.

25. The acts of Defendant Robert Rhodes are imputed to Defendant Gavilon Grain, LLC through Respondeat Superior.

IV. COUNT II – NEGLIGENCE

26. Paragraphs one (1) through twenty-five (25) are incorporated herein by reference as if set forth word for word.

27. Defendant Gavilon Grain, LLC is liable to Plaintiffs for negligence as follows:

a. Defendant Robert Rhodes was, at all times relevant hereto, an employee of Defendant Gavilon Grain, LLC; and

b. Defendant Gavilon Grain, LLC had a duty to supervise Defendant Robert Rhodes;

c. Defendant Gavilon Grain, LLC breached its duty by allowing Defendant Robert Rhodes to engage in dishonest and deceitful behavior towards its customers; and

d. As a result of the negligence of Gavilon Grain, LLC, Plaintiffs have sustained damages in the amount of:

1. K & A Farms: \$9,818.86;
2. C & A Farms: \$24,151.67;
3. Brocato & Unger Farms: \$48,447.67;
4. Pharr Farms: \$113,000.00;
5. Dayton Pharr Farms: \$115,000.00; and
6. C & D Farms: \$10,769.70.

28. Plaintiffs demand trial by jury.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray for judgment against Defendant Robert Rhodes and Defendant Gavilon Grain, LLC, for Deceit and Negligence in the amounts of:

1. K & A Farms: \$9,818.86;
2. C & A Farms: \$24,151.67;
3. Brocato & Unger Farms: \$48,447.67;
4. Pharr Farms: \$113,000.00;
5. Dayton Pharr Farms: \$115,000.00; and
6. C & D Farms: \$10,769.70.

In addition, Plaintiffs are entitled to punitive damages based on Defendant Rhodes intentional conduct in the amount of \$250,000.00, to be allocated pro rata; for their costs, expenses, a reasonable attorney's fee and all other relief deemed appropriate by this Court.

Respectfully submitted,

KNAPP LAW FIRM

By:


Donald E. Knapp, Jr. (06067)

427 Cherry St.

P.O. Box 630

Helena, AR 72342

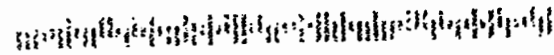
(870) 338-3100

Donald@TheKnappFirm.com

PO BOX 030
Helena, AR 72342



7016 1370 0002 3984 5925



Gavilon Grain, LLC
Capitol Corporate Services, Inc.
300 S Spring St., Ste 900
Little Rock AR 72201-2425



\$12.250
US POSTAGE
FIRST CLASS
FROM 72342
APR 05 2019
Stamp
Postage





Gavilon Grain, LLC

PINE BLUFF AR
509 ISLAND HARBOR MARINA RD
PINE BLUFF, AR 71602
870/419-7008

S
E K & A SEALY FARMS
L P.O. BOX 96
L
E
R MARVELL AR 72366

Our Number: 6055232

PRICED Purchase

Contract Date: 3/8/2018

Customer No. 0000367045

Payment Terms:

Broker:

Broker No.:

Delivery Terms: DLV PINE BLUFF

SELLER AGREES TO AND CONFIRMS THE SALE OF THE FOLLOWING DESCRIBED COMMODITIES TO GAVILON GRAIN, LLC (BUYER) SUBJECT TO THE TERMS AND CONDITIONS STATED ON THE FACE AND BACK THEREOF. FAILURE TO ADVISE GAVILON GRAIN, LLC IMMEDIATELY BY WIRE OF ANY DISCREPANCY, OBJECTION TO OR DISAGREEMENT WITH SUCH TERMS AND CONDITIONS SHALL BE AN ACCEPTANCE THEREOF.

COMMODITY: #1YSB YELLOW SOYBEANS

QUANTITY: 20,000.00 BU

WEIGHTS: DESTINATION
GRADES: DESTINATION
TRANSPORTATION: TRUCK
REFERENCE:

Status	Delivery Dates	Schedule Price	Futures Month	Futures Price	Basis Price	BU Priced
Priced	9/1/2018 - 9/30/2018	\$10.27000	Nov-18	\$10.40000	-\$0.13000	20,000.00

Buyer's scale of discounts at time of delivery to apply.
Rules to apply: NGFA

Done
Total Contracted BUSHELLS

20,000.00

BUYER OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SELLER. BUYER'S SCHEDULE OF DISCOUNTS TO APPLY. SELLER GUARANTEES GRAIN U.S. GROWN. IF PRICE OF GRAIN IS ON A PREMIUM BASIS, CONTRACT TO BE PRICED OR SPREAD PRIOR TO THE LAST TRADING DAY PRECEDING THE FIRST DELIVERY DAY OF THE FUTURES CONTRACT.

Confirmation Acknowledged *K & A Sealy Farms*

Gavilon Grain, LLC

By: *Judy Bartlett* 3-15-18

K & A SEALY FARMS

Date

SL 3-8-18

SHANE YOUNG

Date

PLEASE SIGN ONE COPY AND RETURN TO ABOVE ADDRESS.



TERMS AND CONDITIONS

Except as modified or limited by the terms and conditions stated herein, the Contract shall be governed by and construed in accordance with the applicable rules and regulations of the exchange, board or association designated on the face hereof, or, if none is designated or Seller is not a member of said exchange, board, or association, then the applicable trade rules of the National Grain and Feed Association in effect on the date hereof, and, to the extent not inconsistent therewith, the applicable provisions of the Uniform Commercial Code.

Seller warrants to Buyer that all grain sold and delivered hereunder will be of good, sound, dry and merchantable quality in accordance with the grade specified herein; that it will have been grown in the Continental United States unless a non-United States grown clause has been made a part of this Contract and so stated on the face hereof; that it will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, nor be a commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce; that neither any such grain nor the shipment thereof will be in violation of or subject to penalty, seizure or lien under any other federal, state or local law, ordinance regulation quota or order, and all grain sold hereunder will be delivered to Buyer free and clear of any and all liens, encumbrances, security interests, claims and penalties of any kind and nature.

In the event that a party hereto (the "Defaulting Party") becomes insolvent, or suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or generally fails to pay its debts as they become due, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or seeks reorganization, in order to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code, Title 11 of the United States Code, as amended or recodified from time to time, or under any state or federal law granting relief to debtors then the other party (the "Non-defaulting Party") may (i) immediately cancel this Contract and all other Contracts between the parties hereto, (ii) liquidate such cancelled Contracts in a commercially reasonable manner, and (iii) aggregate such liquidated amounts into a single liquidated settlement amount (the "Settlement Amount") due, which shall be due and payable two (2) business days after written notice by the Non-defaulting Party. In addition, the Non-defaulting Party may set-off any amounts owed by the Defaulting Party to the Non-defaulting Party under any other agreements between the parties against any Settlement Amount owed by the Non-defaulting Party to the Defaulting Party hereunder.

The parties agree that each of them is a forward contract merchant as set forth in 11 U.S.C. Section 101(25). The parties also agree that this Contract and any other commodity contract between the parties are all forward contracts as defined in 11 U.S.C. Section 101(25). The payments and transfers described herein shall constitute "Settlement Payments" or "Margin Payments" as set forth in 11 U.S.C. Sections 101(51A) and (38).

Each Party consents to the recording of all telephone conversations between its representative and the representatives of the other Party.

This Contract is made on the basis of freight rates in effect on the date hereof. Any increase in freight rates taking effect before the full performance of this Contract shall be for the account of Seller unless otherwise adjusted and agreed upon between the parties at the time of the affected shipment.

All shipments of grain hereunder shall be made by Seller to the place of delivery designated herein. Buyer may subsequently designate any reasonable alternate place of delivery to facilitate Seller's performance of this Contract but shall have no obligation to do so. Any increased shipping charges incurred under this provision shall be for Seller's account and any reductions in shipping charges shall be for Buyer's account; provided however, if the designated alternate delivery points are solely for Buyer's convenience, increase shipping charges shall be for Buyer's account.

Unless otherwise specified, each shipment hereunder will be applied to the oldest open contract between Buyer and Seller.

Buyer reserves the right to apply off-grade grain at market difference without first notifying Seller.

Buyer's performance hereunder, or any delay in such performance, including the acceptance of deliveries of grain on the date or dates specified, shall be excused where such failure to perform or delay is attributable to any cause or reason beyond Buyer's control, including without limitation lack of available storage space, equipment breakdown, labor trouble, governmental regulations, transportation difficulties, embargoes, civil disturbances, acts of God, or any other causes of the like or different character beyond Buyer's control.

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions of their agreement. This Contract is limited to the terms and conditions stated herein, which terms and conditions shall prevail insofar as they might in any way conflict with any terms or conditions of Seller's confirmation.

There are hereby incorporated herein by reference the respective Equal Opportunity Clauses set forth in 41 C.F.R. para. 60-1.4 (a), 41 C.F.R. para. 60-250.4 and 41 C.F.R. para. 60-741.4 to extent the incorporation thereof is required by or necessary for compliance with applicable federal laws, regulations or orders. As used in such clauses, "contractor" shall mean the Seller hereunder. Unless otherwise exempt, this Purchase Order incorporates by reference the EEO Clause contained in 41 C.F.R. Sections 60-1.4, 60-741.5, and 60-250.5.

CONTROVERSIES: Controversies and/or other disagreements between Buyer and Seller arising under this Contract shall be settled by arbitration which shall be a condition precedent to any right of legal action that either Buyer or Seller may have against the other party. Any arbitration shall be in accordance with the rules of the National Grain and Feed Association [NGFA]. At the time notice of arbitration is served by either Buyer or Seller upon the other, (i) if either is a member of NGFA, the NGFA Arbitration Committee shall serve as the arbitrator; (ii) if neither is a member of the NGFA, the American Arbitration Association shall serve as the arbitrator.



Gavilon Grain, LLC

PINE BLUFF AR
509 ISLAND HARBOR MARINA RD
PINE BLUFF, AR 71602
870/419-7008

S
E
L
L
E
R
K & A SEALY FARMS
P.O. BOX 96
MARVELL AR 72366

Our Number: 6052410
FUTURE ONLY-HTA **Purchase**
Contract Date: 1/30/2018
Customer No. 0000367045
Payment Terms:
Broker:
Broker No.:
Delivery Terms: DLV PINE BLUFF

SELLER AGREES TO AND CONFIRMS THE SALE OF THE FOLLOWING DESCRIBED COMMODITIES TO GAVILON GRAIN, LLC (BUYER) SUBJECT TO THE TERMS AND CONDITIONS STATED ON THE FACE AND BACK THEREOF. FAILURE TO ADVISE GAVILON GRAIN, LLC IMMEDIATELY BY WIRE OF ANY DISCREPANCY, OBJECTION TO OR DISAGREEMENT WITH SUCH TERMS AND CONDITIONS SHALL BE AN ACCEPTANCE THEREOF.

COMMODITY: #1YSB YELLOW SOYBEANS

QUANTITY: 25,000.00 BU

WEIGHTS: DESTINATION
GRADES: DESTINATION
TRANSPORTATION: TRUCK
REFERENCE:
MARKET REGION: PINE BLUFF AR

Status	Delivery Dates	Schedule Price	Futures Month	Futures Price	Other Fees	BU Scheduled
Unpriced	8/20/2018 - 9/14/2018	\$0.00000	Nov-18	\$10.16000	-\$0.05000	25,000.00

Buyer's scale of discounts at time of delivery to apply.
Rules to apply: NGFA

Total Contracted BUSHELLS 25,000.00

TO BE PRICED DURING AN ACTIVE SESSION OF THE APPLICABLE EXCHANGE (CBOT/KBOT/MGE) PRIOR TO THE SECOND TO LAST TRADING DAY PRECEDING THE FIRST NOTICE DAY

FUTURES FIRST CONTRACT HTA FEE -.05
BASIS TO BE SET BEFORE DELIVERY

BUYER OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SELLER. BUYER'S SCHEDULE OF DISCOUNTS TO APPLY. SELLER GUARANTEES GRAIN U.S. GROWN. IF PRICE OF GRAIN IS ON A PREMIUM BASIS, CONTRACT TO BE PRICED OR SPREAD PRIOR TO THE LAST TRADING DAY PRECEDING THE FIRST DELIVERY DAY OF THE FUTURES CONTRACT.

Confirmation Acknowledged:

Gavilon Grain, LLC

K & A SEALY FARMS

Date

SHANE YOUNG

Date

PLEASE SIGN ONE COPY AND RETURN TO ABOVE ADDRESS.

TERMS AND CONDITIONS

Except as modified or limited by the terms and conditions stated herein, the Contract shall be governed by and construed in accordance with the applicable rules and regulations of the exchange, board or association designated on the face hereof, or, if none is designated or Seller is not a member of said exchange, board, or association, then the applicable trade rules of the National Grain and Feed Association in effect on the date hereof, and, to the extent not inconsistent therewith, the applicable provisions of the Uniform Commercial Code.

Seller warrants to Buyer that all grain sold and delivered hereunder will be of good, sound, dry and merchantable quality in accordance with the grade specified herein; that it will have been grown in the Continental United States unless a non-United States grown clause has been made a part of this Contract and so stated on the face hereof; that it will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, nor be a commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce; that neither any such grain nor the shipment thereof will be in violation of or subject to penalty, seizure or lien under any other federal, state or local law, ordinance regulation quota or order, and all grain sold hereunder will be delivered to Buyer free and clear of any and all liens, encumbrances, security interests, claims and penalties of any kind and nature.

In the event that a party hereto (the "Defaulting Party") becomes insolvent, or suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or generally fails to pay its debts as they become due, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or seeks reorganization, in order to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code, Title 11 of the United States Code, as amended or recodified from time to time, or under any state or federal law granting relief to debtors then the other party (the "Non-defaulting Party") may (i) immediately cancel this Contract and all other Contracts between the parties hereto, (ii) liquidate such cancelled Contracts in a commercially reasonable manner, and (iii) aggregate such liquidated amounts into a single liquidated settlement amount (the "Settlement Amount") due, which shall be due and payable two (2) business days after written notice by the Non-defaulting Party. In addition, the Non-defaulting Party may set-off any amounts owed by the Defaulting Party to the Non-defaulting Party under any other agreements between the parties against any Settlement Amount owed by the Non-defaulting Party to the Defaulting Party hereunder.

The parties agree that each of them is a forward contract merchant as set forth in 11 U.S.C. Section 101(25). The parties also agree that this Contract and any other commodity contract between the parties are all forward contracts as defined in 11 U.S.C. Section 101(25). The payments and transfers described herein shall constitute "Settlement Payments" or "Margin Payments" as set forth in 11 U.S.C. Sections 101(51A) and (38).

Each Party consents to the recording of all telephone conversations between its representative and the representatives of the other Party.

This Contract is made on the basis of freight rates in effect on the date hereof. Any increase in freight rates taking effect before the full performance of this Contract shall be for the account of Seller unless otherwise adjusted and agreed upon between the parties at the time of the affected shipment.

All shipments of grain hereunder shall be made by Seller to the place of delivery designated herein. Buyer may subsequently designate any reasonable alternate place of delivery to facilitate Seller's performance of this Contract but shall have no obligation to do so. Any increased shipping charges incurred under this provision shall be for Seller's account and any reductions in shipping charges shall be for Buyer's account; provided however, if the designated alternate delivery points are solely for Buyer's convenience, increase shipping charges shall be for Buyer's account.

Unless otherwise specified, each shipment hereunder will be applied to the oldest open contract between Buyer and Seller.

Buyer reserves the right to apply off-grade grain at market difference without first notifying Seller.

Buyer's performance hereunder, or any delay in such performance, including the acceptance of deliveries of grain on the date or dates specified, shall be excused where such failure to perform or delay is attributable to any cause or reason beyond Buyer's control, including without limitation lack of available storage space, equipment breakdown, labor trouble, governmental regulations, transportation difficulties, embargoes, civil disturbances, acts of God, or any other causes of the like or different character beyond Buyer's control.

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions of their agreement. This Contract is limited to the terms and conditions stated herein, which terms and conditions shall prevail insofar as they might in any way conflict with any terms or conditions of Seller's confirmation.

There are hereby incorporated herein by reference the respective Equal Opportunity Clauses set forth in 41 C.F.R. para. 60-1.4 (a), 41 C.F.R. para. 60-250.4 and 41 C.F.R. para. 60-741.4 to extent the incorporation thereof is required by or necessary for compliance with applicable federal laws, regulations or orders. As used in such clauses, "contractor" shall mean the Seller hereunder. Unless otherwise exempt, this Purchase Order incorporates by reference the EEO Clause contained in 41 C.F.R. Sections 60-1.4, 60-741.5, and 60-250.5.

CONTROVERSIES: Controversies and/or other disagreements between Buyer and Seller arising under this Contract shall be settled by arbitration which shall be a condition precedent to any right of legal action that either Buyer or Seller may have against the other party. Any arbitration shall be in accordance with the rules of the National Grain and Feed Association [NGFA]. At the time notice of arbitration is served by either Buyer or Seller upon the other, (i) if either is a member of NGFA, the NGFA Arbitration Committee shall serve as the arbitrator; (ii) if neither is a member of the NGFA, the American Arbitration Association shall serve as the arbitrator.



Gavilon Grain, LLC

PINE BLUFF AR
509 ISLAND HARBOR MARINA RD
PINE BLUFF, AR 71602
870/419-7008

S
E K & A SEALY FARMS
L P.O. BOX 96
L
E
R MARVELL AR 72366

Our Number: 6052416

FUTURE ONLY-HTA Purchase

Contract Date: 2/12/2018

Customer No. 0000367045

Payment Terms:

Broker:

Broker No.:

Delivery Terms: DLV PINE BLUFF

SELLER AGREES TO AND CONFIRMS THE SALE OF THE FOLLOWING DESCRIBED COMMODITIES TO GAVILON GRAIN, LLC (BUYER) SUBJECT TO THE TERMS AND CONDITIONS STATED ON THE FACE AND BACK THEREOF. FAILURE TO ADVISE GAVILON GRAIN, LLC IMMEDIATELY BY WIRE OF ANY DISCREPANCY, OBJECTION TO OR DISAGREEMENT WITH SUCH TERMS AND CONDITIONS SHALL BE AN ACCEPTANCE THEREOF.

COMMODITY: #1YSB YELLOW SOYBEANS

QUANTITY: 20,000.00 BU

WEIGHTS: DESTINATION

GRADES: DESTINATION

TRANSPORTATION: TRUCK

REFERENCE:

MARKET REGION: PINE BLUFF AR

Status	Delivery Dates	Schedule Price	Futures Month	Futures Price	Other Fees	BU Scheduled
Unpriced	9/1/2018 - 9/30/2018	\$0.00000	Nov-18	\$10.10000	-\$0.03000	20,000.00

Buyer's scale of discounts at time of delivery to apply.
Rules to apply: NGFA

HTA FEE -.03
SET BASIS BEFORE DLV

Done
Total Contracted BUSHELS 20,000.00

TO BE PRICED DURING AN ACTIVE SESSION OF THE APPLICABLE EXCHANGE (CBOT/KBOT/MGE) PRIOR TO THE SECOND TO LAST TRADING DAY PRECEDING THE FIRST NOTICE DAY

BUYER OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SELLER. BUYER'S SCHEDULE OF DISCOUNTS TO APPLY. SELLER GUARANTEES GRAIN U.S. GROWN. IF PRICE OF GRAIN IS ON A PREMIUM BASIS, CONTRACT TO BE PRICED OR SPREAD PRIOR TO THE LAST TRADING DAY PRECEDING THE FIRST DELIVERY DAY OF THE FUTURES CONTRACT.

Confirmation Acknowledged:

Gavilon Grain, LLC

K & A SEALY FARMS

Date

SHANE YOUNG

Date

PLEASE SIGN ONE COPY AND RETURN TO ABOVE ADDRESS.

TERMS AND CONDITIONS

Except as modified or limited by the terms and conditions stated herein, the Contract shall be governed by and construed in accordance with the applicable rules and regulations of the exchange, board or association designated on the face hereof, or, if none is designated or Seller is not a member of said exchange, board, or association, then the applicable trade rules of the National Grain and Feed Association in effect on the date hereof, and, to the extent not inconsistent therewith, the applicable provisions of the Uniform Commercial Code.

Seller warrants to Buyer that all grain sold and delivered hereunder will be of good, sound, dry and merchantable quality in accordance with the grade specified herein; that it will have been grown in the Continental United States unless a non-United States grown clause has been made a part of this Contract and so stated on the face hereof; that it will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, nor be a commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce; that neither any such grain nor the shipment thereof will be in violation of or subject to penalty, seizure or lien under any other federal, state or local law, ordinance regulation quota or order, and all grain sold hereunder will be delivered to Buyer free and clear of any and all liens, encumbrances, security interests, claims and penalties of any kind and nature.

In the event that a party hereto (the "Defaulting Party") becomes insolvent, or suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or generally fails to pay its debts as they become due, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or seeks reorganization, in order to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code, Title 11 of the United States Code, as amended or recodified from time to time, or under any state or federal law granting relief to debtors then the other party (the "Non-defaulting Party") may (i) immediately cancel this Contract and all other Contracts between the parties hereto, (ii) liquidate such cancelled Contracts in a commercially reasonable manner, and (iii) aggregate such liquidated amounts into a single liquidated settlement amount (the "Settlement Amount") due, which shall be due and payable two (2) business days after written notice by the Non-defaulting Party. In addition, the Non-defaulting Party may set-off any amounts owed by the Defaulting Party to the Non-defaulting Party under any other agreements between the parties against any Settlement Amount owed by the Non-defaulting Party to the Defaulting Party hereunder.

The parties agree that each of them is a forward contract merchant as set forth in 11 U.S.C. Section 101(25). The parties also agree that this Contract and any other commodity contract between the parties are all forward contracts as defined in 11 U.S.C. Section 101(25). The payments and transfers described herein shall constitute "Settlement Payments" or "Margin Payments" as set forth in 11 U.S.C. Sections 101(51A) and (38).

Each Party consents to the recording of all telephone conversations between its representative and the representatives of the other Party.

This Contract is made on the basis of freight rates in effect on the date hereof. Any increase in freight rates taking effect before the full performance of this Contract shall be for the account of Seller unless otherwise adjusted and agreed upon between the parties at the time of the affected shipment.

All shipments of grain hereunder shall be made by Seller to the place of delivery designated herein. Buyer may subsequently designate any reasonable alternate place of delivery to facilitate Seller's performance of this Contract but shall have no obligation to do so. Any increased shipping charges incurred under this provision shall be for Seller's account and any reductions in shipping charges shall be for Buyer's account; provided however, if the designated alternate delivery points are solely for Buyer's convenience, increase shipping charges shall be for Buyer's account.

Unless otherwise specified, each shipment hereunder will be applied to the oldest open contract between Buyer and Seller.

Buyer reserves the right to apply off-grade grain at market difference without first notifying Seller.

Buyer's performance hereunder, or any delay in such performance, including the acceptance of deliveries of grain on the date or dates specified, shall be excused where such failure to perform or delay is attributable to any cause or reason beyond Buyer's control, including without limitation lack of available storage space, equipment breakdown, labor trouble, governmental regulations, transportation difficulties, embargoes, civil disturbances, acts of God, or any other causes of the like or different character beyond Buyer's control.

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions of their agreement. This Contract is limited to the terms and conditions stated herein, which terms and conditions shall prevail insofar as they might in any way conflict with any terms or conditions of Seller's confirmation.

There are hereby incorporated herein by reference the respective Equal Opportunity Clauses set forth in 41 C.F.R. para. 60-1.4 (a), 41 C.F.R. para. 60-250.4 and 41 C.F.R. para. 60-741.4 to extent the incorporation thereof is required by or necessary for compliance with applicable federal laws, regulations or orders. As used in such clauses, "contractor" shall mean the Seller hereunder. Unless otherwise exempt, this Purchase Order incorporates by reference the EEO Clause contained in 41 C.F.R. Sections 60-1.4, 60-741.5, and 60-250.5.

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Gavilon Grain, LLC

PINE BLUFF AR
509 ISLAND HARBOR MARINA RD
PINE BLUFF, AR 71602
870/419-7008

S
E K & A SEALY FARMS
L P.O. BOX 96
L
E
R MARVELL AR 72366

Our Number: 6052413
FUTURE ONLY-HTA Purchase
Contract Date: 2/9/2018
Customer No. 0000367045
Payment Terms:
Broker:
Broker No.:
Delivery Terms: DLV PINE BLUFF

SELLER AGREES TO AND CONFIRMS THE SALE OF THE FOLLOWING DESCRIBED COMMODITIES TO GAVILON GRAIN, LLC (BUYER) SUBJECT TO THE TERMS AND CONDITIONS STATED ON THE FACE AND BACK THEREOF. FAILURE TO ADVISE GAVILON GRAIN, LLC IMMEDIATELY BY WIRE OF ANY DISCREPANCY, OBJECTION TO OR DISAGREEMENT WITH SUCH TERMS AND CONDITIONS SHALL BE AN ACCEPTANCE THEREOF.

COMMODITY: #1YSB YELLOW SOYBEANS

WEIGHTS: DESTINATION
GRADES: DESTINATION
TRANSPORTATION: TRUCK
REFERENCE:
MARKET REGION: PINE BLUFF AR

QUANTITY: 5,000.00 BU

Status	Delivery Dates	Schedule Price	Futures Month	Futures Price	Other Fees	BU Scheduled
Unpriced	9/1/2018 - 9/30/2018	\$0.00000	Nov-18	\$10.10000	-\$0.03000	5,000.00

Done

Buyer's scale of discounts at time of delivery to apply.
Rules to apply: NGFA

Total Contracted BUSHELS 5,000.00
TO BE PRICED DURING AN ACTIVE SESSION OF THE APPLICABLE EXCHANGE (CBOT/KBOT/MGE) PRIOR TO THE SECOND TO LAST TRADING DAY PRECEDING THE FIRST NOTICE DAY

HTA FEE -.03
SET BASIS BEFORE DLV

BUYER OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SELLER. BUYER'S SCHEDULE OF DISCOUNTS TO APPLY. SELLER GUARANTEES GRAIN U.S. GROWN. IF PRICE OF GRAIN IS ON A PREMIUM BASIS, CONTRACT TO BE PRICED OR SPREAD PRIOR TO THE LAST TRADING DAY PRECEDING THE FIRST DELIVERY DAY OF THE FUTURES CONTRACT.

Confirmation Acknowledged.

Gavilon Grain, LLC

K & A SEALY FARMS

Date

SHANE YOUNG

Date

PLEASE SIGN ONE COPY AND RETURN TO ABOVE ADDRESS.

TERMS AND CONDITIONS

Except as modified or limited by the terms and conditions stated herein, the Contract shall be governed by and construed in accordance with the applicable rules and regulations of the exchange, board or association designated on the face hereof, or, if none is designated or Seller is not a member of said exchange, board, or association, then the applicable trade rules of the National Grain and Feed Association in effect on the date hereof, and, to the extent not inconsistent therewith, the applicable provisions of the Uniform Commercial Code.

Seller warrants to Buyer that all grain sold and delivered hereunder will be of good, sound, dry and merchantable quality in accordance with the grade specified herein; that it will have been grown in the Continental United States unless a non-United States grown clause has been made a part of this Contract and so stated on the face hereof; that it will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, nor be a commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce; that neither any such grain nor the shipment thereof will be in violation of or subject to penalty, seizure or lien under any other federal, state or local law, ordinance regulation quota or order, and all grain sold hereunder will be delivered to Buyer free and clear of any and all liens, encumbrances, security interests, claims and penalties of any kind and nature.

In the event that a party hereto (the "Defaulting Party") becomes insolvent, or suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or generally fails to pay its debts as they become due, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or seeks reorganization, in order to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code, Title 11 of the United States Code, as amended or recodified from time to time, or under any state or federal law granting relief to debtors then the other party (the "Non-defaulting Party") may (i) immediately cancel this Contract and all other Contracts between the parties hereto, (ii) liquidate such cancelled Contracts in a commercially reasonable manner, and (iii) aggregate such liquidated amounts into a single liquidated settlement amount (the "Settlement Amount") due, which shall be due and payable two (2) business days after written notice by the Non-defaulting Party. In addition, the Non-defaulting Party may set-off any amounts owed by the Defaulting Party to the Non-defaulting Party under any other agreements between the parties against any Settlement Amount owed by the Non-defaulting Party to the Defaulting Party hereunder.

The parties agree that each of them is a forward contract merchant as set forth in 11 U.S.C. Section 101(25). The parties also agree that this Contract and any other commodity contract between the parties are all forward contracts as defined in 11 U.S.C. Section 101(25). The payments and transfers described herein shall constitute "Settlement Payments" or "Margin Payments" as set forth in 11 U.S.C. Sections 101(51A) and (38).

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All shipments of grain hereunder shall be made by Seller to the place of delivery designated herein. Buyer may subsequently designate any reasonable alternate place of delivery to facilitate Seller's performance of this Contract but shall have no obligation to do so. Any increased shipping charges incurred under this provision shall be for Seller's account and any reductions in shipping charges shall be for Buyer's account; provided however, if the designated alternate delivery points are solely for Buyer's convenience, increase shipping charges shall be for Buyer's account.

Unless otherwise specified, each shipment hereunder will be applied to the oldest open contract between Buyer and Seller.

Buyer reserves the right to apply off-grade grain at market difference without first notifying Seller.

Buyer's performance hereunder, or any delay in such performance, including the acceptance of deliveries of grain on the date or dates specified, shall be excused where such failure to perform or delay is attributable to any cause or reason beyond Buyer's control, including without limitation lack of available storage space, equipment breakdown, labor trouble, governmental regulations, transportation difficulties, embargoes, civil disturbances, acts of God, or any other causes of the like or different character beyond Buyer's control.

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Gavilon Grain, LLC

PINE BLUFF AR
509 ISLAND HARBOR MARINA RD
PINE BLUFF, AR 71602
870/419-7008

CONFIRMATION OF PRICING AND/OR ORIGINAL CONTRACT AMENDMENT

Our Number: **6052413**

FUTURE ONLY-HTA **Purchase**

Contract Date: **2/9/2018**

Customer No. **0000367045**

S
E K & A SEALY FARMS
L P.O. BOX 96
L
E
R MARVELL AR 72366

Broker:

Broker No.:

Delivery Terms: **DLV PINE BLUFF**

THIS CONFIRMATION COVERS OUR UNDERSTANDING OF PRICING, AND/OR, OF AMENDMENT(S) IN PRIOR STIPULATIONS, TERMS, OR CONDITIONS OF THE CONTRACT SO DESIGNATED. THE NEW TERMS ARE TO BE CONSIDERED AS PART OF THE ORIGINAL CONTRACT AND ARE MADE WITH THE BEST INTERESTS OF BOTH PARTIES IN MIND. FAILURE TO ADVISE GAVILON GRAIN, LLC IMMEDIATELY BY WIRE OF ANY DISCREPANCY, OBJECTION TO OR DISAGREEMENT WITH SUCH TERMS AND CONDITIONS SHALL BE AN ACCEPTANCE THEREOF.

COMMODITY: **#1YSB YELLOW SOYBEANS**

TOTAL QUANTITY: **5,000.00**

PRICED QUANTITY: **5,000.00**

UNPRICED QUANTITY: **0.00**

WEIGHTS: **DESTINATION**

GRADES: **DESTINATION**

TRANSPORTATION: **TRUCK**

REFERENCE:

Status	Pricing Date	Delivery Dates	Schedule Price	Futures Month	Futures Price	Basis Price	BU Unpriced	BU Priced
Priced	10/2/2018	9/1/2018 - 9/30/2018	\$9.42000	Nov-18	\$10.10000	-\$0.68000	0.00	5,000.00

DONE

Buyer's scale of discounts at time of delivery to apply.
Rules to apply: NGFA

Total Priced BUSHELS **5,000.00**

HTA FEE -.03
SET BASIS BEFORE DLV

BUYER OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SELLER.

Confirmation Acknowledged:

Gavilon Grain, LLC

Signer2

K & A Sealy Farms
Judy Barrett
K & A SEALY FARMS

Date2

10-8-18

Signer1

Robert Rhodes
ROBERT RHODES

Date1

10/2/18

PLEASE SIGN ONE COPY AND RETURN TO ABOVE ADDRESS.

TERMS AND CONDITIONS

Except as modified or limited by the terms and conditions stated herein, the Contract shall be governed by and construed in accordance with the applicable rules and regulations of the exchange, board or association designated on the face hereof, or, if none is designated or Seller is not a member of said exchange, board, or association, then the applicable trade rules of the National Grain and Feed Association in effect on the date hereof, and, to the extent not inconsistent therewith, the applicable provisions of the Uniform Commercial Code.

Seller warrants to Buyer that all grain sold and delivered hereunder will be of good, sound, dry and merchantable quality in accordance with the grade specified herein; that it will have been grown in the Continental United States unless a non-United States grown clause has been made a part of this Contract and so stated on the face hereof; that it will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, nor be a commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce; that neither any such grain nor the shipment thereof will be in violation of or subject to penalty, seizure or lien under any other federal, state or local law, ordinance regulation quota or order, and all grain sold hereunder will be delivered to Buyer free and clear of any and all liens, encumbrances, security interests, claims and penalties of any kind and nature.

In the event that a party hereto (the "Defaulting Party") becomes insolvent, or suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or generally fails to pay its debts as they become due, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or seeks reorganization, in order to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code, Title 11 of the United States Code, as amended or recodified from time to time, or under any state or federal law granting relief to debtors then the other party (the "Non-defaulting Party") may (i) immediately cancel this Contract and all other Contracts between the parties hereto, (ii) liquidate such cancelled Contracts in a commercially reasonable manner, and (iii) aggregate such liquidated amounts into a single liquidated settlement amount (the "Settlement Amount") due, which shall be due and payable two (2) business days after written notice by the Non-defaulting Party. In addition, the Non-defaulting Party may set-off any amounts owed by the Defaulting Party to the Non-defaulting Party under any other agreements between the parties against any Settlement Amount owed by the Non-defaulting Party to the Defaulting Party hereunder.

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Gavilon Grain, LLC

PINE BLUFF AR
509 ISLAND HARBOR MARINA RD
PINE BLUFF, AR 71602
870/419-7008

CONFIRMATION OF PRICING AND/OR ORIGINAL CONTRACT AMENDMENT

Our Number: 6052416
FUTURE ONLY-HTA Purchase
Contract Date: 2/12/2018
Customer No. 0000367045
Broker:
Broker No.:
Delivery Terms: DLV PINE BLUFF

S
E K & A SEALY FARMS
L P.O. BOX 96
L
E
R MARVELL AR 72366

THIS CONFIRMATION COVERS OUR UNDERSTANDING OF PRICING, AND/OR, OF AMENDMENT(S) IN PRIOR STIPULATIONS, TERMS, OR CONDITIONS OF THE CONTRACT SO DESIGNATED. THE NEW TERMS ARE TO BE CONSIDERED AS PART OF THE ORIGINAL CONTRACT AND ARE MADE WITH THE BEST INTERESTS OF BOTH PARTIES IN MIND. FAILURE TO ADVISE GAVILON GRAIN, LLC IMMEDIATELY BY WIRE OF ANY DISCREPANCY, OBJECTION TO OR DISAGREEMENT WITH SUCH TERMS AND CONDITIONS SHALL BE AN ACCEPTANCE THEREOF.

COMMODITY: #1YSB YELLOW SOYBEANS
TOTAL QUANTITY: 20,000.00
PRICED QUANTITY: 20,000.00
UNPRICED QUANTITY: 0.00

WEIGHTS: DESTINATION
GRADES: DESTINATION
TRANSPORTATION: TRUCK
REFERENCE:

Status	Pricing Date	Delivery Dates	Schedule Price	Futures Month	Futures Price	Basis Price	BU Unpriced	BU Priced
Priced	10/3/2018	9/1/2018 - 9/30/2018	\$9.42000	Nov-18	\$10.10000	-\$0.68000	0.00	20,000.00

Buyer's scale of discounts at time of delivery to apply.
Rules to apply: NGFA

Total Priced BUSHELS 20,000.00

HTA FEE -.03
SET BASIS BEFORE DLV

BUYER OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SELLER.

Confirmation Acknowledged:

Gavilon Grain, LLC

Signer2 K & A Sealy Farms By: Andy Bartlett Date2 10-4-18 Signer1 Robert Rhodes Date1 10/3/18
K & A SEALY FARMS ROBERT RHODES

PLEASE SIGN ONE COPY AND RETURN TO ABOVE ADDRESS.

TERMS AND CONDITIONS

Except as modified or limited by the terms and conditions stated herein, the Contract shall be governed by and construed in accordance with the applicable rules and regulations of the exchange, board or association designated on the face hereof, or, if none is designated or Seller is not a member of said exchange, board, or association, then the applicable trade rules of the National Grain and Feed Association in effect on the date hereof, and, to the extent not inconsistent therewith, the applicable provisions of the Uniform Commercial Code.

Seller warrants to Buyer that all grain sold and delivered hereunder will be of good, sound, dry and merchantable quality in accordance with the grade specified herein; that it will have been grown in the Continental United States unless a non-United States grown clause has been made a part of this Contract and so stated on the face hereof; that it will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, nor be a commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce; that neither any such grain nor the shipment thereof will be in violation of or subject to penalty, seizure or lien under any other federal, state or local law, ordinance regulation quota or order, and all grain sold hereunder will be delivered to Buyer free and clear of any and all liens, encumbrances, security interests, claims and penalties of any kind and nature.

In the event that a party hereto (the "Defaulting Party") becomes insolvent, or suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or generally fails to pay its debts as they become due, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or seeks reorganization, in order to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code, Title 11 of the United States Code, as amended or recodified from time to time, or under any state or federal law granting relief to debtors then the other party (the "Non-defaulting Party") may (i) immediately cancel this Contract and all other Contracts between the parties hereto, (ii) liquidate such cancelled Contracts in a commercially reasonable manner, and (iii) aggregate such liquidated amounts into a single liquidated settlement amount (the "Settlement Amount") due, which shall be due and payable two (2) business days after written notice by the Non-defaulting Party. In addition, the Non-defaulting Party may set-off any amounts owed by the Defaulting Party to the Non-defaulting Party under any other agreements between the parties against any Settlement Amount owed by the Non-defaulting Party to the Defaulting Party hereunder.

The parties agree that each of them is a forward contract merchant as set forth in 11 U.S.C. Section 101(25). The parties also agree that this Contract and any other commodity contract between the parties are all forward contracts as defined in 11 U.S.C. Section 101(25). The payments and transfers described herein shall constitute "Settlement Payments" or "Margin Payments" as set forth in 11 U.S.C. Sections 101(51A) and (38).

Each Party consents to the recording of all telephone conversations between its representative and the representatives of the other Party.

This Contract is made on the basis of freight rates in effect on the date hereof. Any increase in freight rates taking effect before the full performance of this Contract shall be for the account of Seller unless otherwise adjusted and agreed upon between the parties at the time of the affected shipment.

All shipments of grain hereunder shall be made by Seller to the place of delivery designated herein. Buyer may subsequently designate any reasonable alternate place of delivery to facilitate Seller's performance of this Contract but shall have no obligation to do so. Any increased shipping charges incurred under this provision shall be for Seller's account and any reductions in shipping charges shall be for Buyer's account; provided however, if the designated alternate delivery points are solely for Buyer's convenience, increase shipping charges shall be for Buyer's account.

Unless otherwise specified, each shipment hereunder will be applied to the oldest open contract between Buyer and Seller.

Buyer reserves the right to apply off-grade grain at market difference without first notifying Seller.

Buyer's performance hereunder, or any delay in such performance, including the acceptance of deliveries of grain on the date or dates specified, shall be excused where such failure to perform or delay is attributable to any cause or reason beyond Buyer's control, including without limitation lack of available storage space, equipment breakdown, labor trouble, governmental regulations, transportation difficulties, embargoes, civil disturbances, acts of God, or any other causes of the like or different character beyond Buyer's control.

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions of their agreement. This Contract is limited to the terms and conditions stated herein, which terms and conditions shall prevail insofar as they might in any way conflict with any terms or conditions of Seller's confirmation.

There are hereby incorporated herein by reference the respective Equal Opportunity Clauses set forth in 41 C.F.R. para. 60-1.4 (a), 41 C.F.R. para. 60-250.4 and 41 C.F.R. para. 60-741.4 to extent the incorporation thereof is required by or necessary for compliance with applicable federal laws, regulations or orders. As used in such clauses, "contractor" shall mean the Seller hereunder. Unless otherwise exempt, this Purchase Order incorporates by reference the EEO Clause contained in 41 C.F.R. Sections 60-1.4, 60-741.5, and 60-250.5.

CONTROVERSIES: Controversies and/or other disagreements between Buyer and Seller arising under this Contract shall be settled by arbitration which shall be a condition precedent to any right of legal action that either Buyer or Seller may have against the other party. Any arbitration shall be in accordance with the rules of the National Grain and Feed Association [NGFA]. At the time notice of arbitration is served by either Buyer or Seller upon the other, (i) if either is a member of NGFA, the NGFA Arbitration Committee shall serve as the arbitrator; (ii) if neither is a member of the NGFA, the American Arbitration Association shall serve as the arbitrator.



Gavilon Grain, LLC

PINE BLUFF AR
509 ISLAND HARBOR MARINA RD
PINE BLUFF, AR 71602
870/419-7008

S
E C & A FARMS
L P.O. BOX 96
L
E
R MARVELL AR 72366

Our Number: 6055234
PRICED Purchase
Contract Date: 3/8/2018
Customer No. 0000367046
Payment Terms:
Broker:
Broker No.:
Delivery Terms: DLV PINE BLUFF

SELLER AGREES TO AND CONFIRMS THE SALE OF THE FOLLOWING DESCRIBED COMMODITIES TO GAVILON GRAIN, LLC (BUYER) SUBJECT TO THE TERMS AND CONDITIONS STATED ON THE FACE AND BACK THEREOF. FAILURE TO ADVISE GAVILON GRAIN, LLC IMMEDIATELY BY WIRE OF ANY DISCREPANCY, OBJECTION TO OR DISAGREEMENT WITH SUCH TERMS AND CONDITIONS SHALL BE AN ACCEPTANCE THEREOF.

COMMODITY: #1YSB YELLOW SOYBEANS

WEIGHTS: DESTINATION
GRADES: DESTINATION
TRANSPORTATION: TRUCK
REFERENCE:

QUANTITY: 20,000.00 BU

Status	Delivery Dates	Schedule Price	Futures Month	Futures Price	Basis Price	BU Priced
Priced	9/1/2018 - 9/30/2018	\$10.27000	Nov-18	\$10.40000	-\$0.13000	20,000.00

Done

Buyer's scale of discounts at time of delivery to apply.
Rules to apply: NGFA

Total Contracted BUSHEL 20,000.00

BUYER OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SELLER. BUYER'S SCHEDULE OF DISCOUNTS TO APPLY. SELLER GUARANTEES GRAIN U.S. GROWN. IF PRICE OF GRAIN IS ON A PREMIUM BASIS, CONTRACT TO BE PRICED OR SPREAD PRIOR TO THE LAST TRADING DAY PRECEDING THE FIRST DELIVERY DAY OF THE FUTURES CONTRACT.

Confirmation Acknowledged *C & A Farms* Gavilon Grain, LLC

By: *Judy Bailliet* 3-15-18
C & A FARMS Date

Gavilon Grain, LLC

SG
SHANE YOUNG Date

3-8-18

PLEASE SIGN ONE COPY AND RETURN TO ABOVE ADDRESS.



TERMS AND CONDITIONS

Except as modified or limited by the terms and conditions stated herein, the Contract shall be governed by and construed in accordance with the applicable rules and regulations of the exchange, board or association designated on the face hereof, or, if none is designated or Seller is not a member of said exchange, board, or association, then the applicable trade rules of the National Grain and Feed Association in effect on the date hereof, and, to the extent not inconsistent therewith, the applicable provisions of the Uniform Commercial Code.

Seller warrants to Buyer that all grain sold and delivered hereunder will be of good, sound, dry and merchantable quality in accordance with the grade specified herein; that it will have been grown in the Continental United States unless a non-United States grown clause has been made a part of this Contract and so stated on the face hereof; that it will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, nor be a commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce; that neither any such grain nor the shipment thereof will be in violation of or subject to penalty, seizure or lien under any other federal, state or local law, ordinance regulation quota or order, and all grain sold hereunder will be delivered to Buyer free and clear of any and all liens, encumbrances, security interests, claims and penalties of any kind and nature.

In the event that a party hereto (the "Defaulting Party") becomes insolvent, or suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or generally fails to pay its debts as they become due, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or seeks reorganization, in order to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code, Title 11 of the United States Code, as amended or recodified from time to time, or under any state or federal law granting relief to debtors then the other party (the "Non-defaulting Party") may (i) immediately cancel this Contract and all other Contracts between the parties hereto, (ii) liquidate such cancelled Contracts in a commercially reasonable manner, and (iii) aggregate such liquidated amounts into a single liquidated settlement amount (the "Settlement Amount") due, which shall be due and payable two (2) business days after written notice by the Non-defaulting Party. In addition, the Non-defaulting Party may set-off any amounts owed by the Defaulting Party to the Non-defaulting Party under any other agreements between the parties against any Settlement Amount owed by the Non-defaulting Party to the Defaulting Party hereunder.

The parties agree that each of them is a forward contract merchant as set forth in 11 U.S.C. Section 101(25). The parties also agree that this Contract and any other commodity contract between the parties are all forward contracts as defined in 11 U.S.C. Section 101(25). The payments and transfers described herein shall constitute "Settlement Payments" or "Margin Payments" as set forth in 11 U.S.C. Sections 101(51A) and (38).

Each Party consents to the recording of all telephone conversations between its representative and the representatives of the other Party.

This Contract is made on the basis of freight rates in effect on the date hereof. Any increase in freight rates taking effect before the full performance of this Contract shall be for the account of Seller unless otherwise adjusted and agreed upon between the parties at the time of the affected shipment.

All shipments of grain hereunder shall be made by Seller to the place of delivery designated herein. Buyer may subsequently designate any reasonable alternate place of delivery to facilitate Seller's performance of this Contract but shall have no obligation to do so. Any increased shipping charges incurred under this provision shall be for Seller's account and any reductions in shipping charges shall be for Buyer's account; provided however, if the designated alternate delivery points are solely for Buyer's convenience, increase shipping charges shall be for Buyer's account.

Unless otherwise specified, each shipment hereunder will be applied to the oldest open contract between Buyer and Seller.

Buyer reserves the right to apply off-grade grain at market difference without first notifying Seller.

Buyer's performance hereunder, or any delay in such performance, including the acceptance of deliveries of grain on the date or dates specified, shall be excused where such failure to perform or delay is attributable to any cause or reason beyond Buyer's control, including without limitation lack of available storage space, equipment breakdown, labor trouble, governmental regulations, transportation difficulties, embargoes, civil disturbances, acts of God, or any other causes of the like or different character beyond Buyer's control.

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions of their agreement. This Contract is limited to the terms and conditions stated herein, which terms and conditions shall prevail insofar as they might in any way conflict with any terms or conditions of Seller's confirmation.

There are hereby incorporated herein by reference the respective Equal Opportunity Clauses set forth in 41 C.F.R. para. 60-1.4 (a), 41 C.F.R. para. 60-250.4 and 41 C.F.R. para. 60-741.4 to extent the incorporation thereof is required by or necessary for compliance with applicable federal laws, regulations or orders. As used in such clauses, "contractor" shall mean the Seller hereunder. Unless otherwise exempt, this Purchase Order incorporates by reference the EEO Clause contained in 41 C.F.R. Sections 60-1.4, 60-741.5, and 60-250.5.

CONTROVERSIES: Controversies and/or other disagreements between Buyer and Seller arising under this Contract shall be settled by arbitration which shall be a condition precedent to any right of legal action that either Buyer or Seller may have against the other party. Any arbitration shall be in accordance with the rules of the National Grain and Feed Association [NGFA]. At the time notice of arbitration is served by either Buyer or Seller upon the other, (i) if either is a member of NGFA, the NGFA Arbitration Committee shall serve as the arbitrator; (ii) if neither is a member of the NGFA, the American Arbitration Association shall serve as the arbitrator.



Gavilon Grain, LLC

PINE BLUFF AR
509 ISLAND HARBOR MARINA RD
PINE BLUFF, AR 71602
870/419-7008

S
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L
L
E
R
C & A FARMS
P.O. BOX 96
MARVELL AR 72366

Our Number: 6052411
FUTURE ONLY-HTA Purchase
Contract Date: 2/9/2018
Customer No. 0000367046
Payment Terms:
Broker:
Broker No.:
Delivery Terms: DLV PINE BLUFF

SELLER AGREES TO AND CONFIRMS THE SALE OF THE FOLLOWING DESCRIBED COMMODITIES TO GAVILON GRAIN, LLC (BUYER) SUBJECT TO THE TERMS AND CONDITIONS STATED ON THE FACE AND BACK THEREOF. FAILURE TO ADVISE GAVILON GRAIN, LLC IMMEDIATELY BY WIRE OF ANY DISCREPANCY, OBJECTION TO OR DISAGREEMENT WITH SUCH TERMS AND CONDITIONS SHALL BE AN ACCEPTANCE THEREOF.

COMMODITY: #1YSB YELLOW SOYBEANS

QUANTITY: 30,000.00 BU

WEIGHTS: DESTINATION
GRADES: DESTINATION
TRANSPORTATION: TRUCK
REFERENCE:
MARKET REGION: PINE BLUFF AR

Status	Delivery Dates	Schedule Price	Futures Month	Futures Price	Other Fees	BU Scheduled
Unpriced	9/1/2018 - 9/30/2018	\$0.00000	Nov-18	\$10.10000	-\$0.03000	30,000.00

Buyer's scale of discounts at time of delivery to apply.
Rules to apply: NGFA

Done

Total Contracted BUSHEL 30,000.00

TO BE PRICED DURING AN ACTIVE SESSION OF THE APPLICABLE EXCHANGE (CBOT/KBOT/MGE) PRIOR TO THE SECOND TO LAST TRADING DAY PRECEDING THE FIRST NOTICE DAY

HTA FEE .03
BASIS TO BE SET BEFORE DLV

BUYER OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SELLER. BUYER'S SCHEDULE OF DISCOUNTS TO APPLY. SELLER GUARANTEES GRAIN U.S. GROWN. IF PRICE OF GRAIN IS ON A PREMIUM BASIS, CONTRACT TO BE PRICED OR SPREAD PRIOR TO THE LAST TRADING DAY PRECEDING THE FIRST DELIVERY DAY OF THE FUTURES CONTRACT.

Confirmation Acknowledged:

Gavilon Grain, LLC

C & A FARMS

Date

SHANE YOUNG

Date

PLEASE SIGN ONE COPY AND RETURN TO ABOVE ADDRESS.

TERMS AND CONDITIONS

Except as modified or limited by the terms and conditions stated herein, the Contract shall be governed by and construed in accordance with the applicable rules and regulations of the exchange, board or association designated on the face hereof, or, if none is designated or Seller is not a member of said exchange, board, or association, then the applicable trade rules of the National Grain and Feed Association in effect on the date hereof, and, to the extent not inconsistent therewith, the applicable provisions of the Uniform Commercial Code.

Seller warrants to Buyer that all grain sold and delivered hereunder will be of good, sound, dry and merchantable quality in accordance with the grade specified herein; that it will have been grown in the Continental United States unless a non-United States grown clause has been made a part of this Contract and so stated on the face hereof; that it will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, nor be a commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce; that neither any such grain nor the shipment thereof will be in violation of or subject to penalty, seizure or lien under any other federal, state or local law, ordinance regulation quota or order, and all grain sold hereunder will be delivered to Buyer free and clear of any and all liens, encumbrances, security interests, claims and penalties of any kind and nature.

In the event that a party hereto (the "Defaulting Party") becomes insolvent, or suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or generally fails to pay its debts as they become due, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or seeks reorganization, in order to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code, Title 11 of the United States Code, as amended or recodified from time to time, or under any state or federal law granting relief to debtors then the other party (the "Non-defaulting Party") may (i) immediately cancel this Contract and all other Contracts between the parties hereto, (ii) liquidate such cancelled Contracts in a commercially reasonable manner, and (iii) aggregate such liquidated amounts into a single liquidated settlement amount (the "Settlement Amount") due, which shall be due and payable two (2) business days after written notice by the Non-defaulting Party. In addition, the Non-defaulting Party may set-off any amounts owed by the Defaulting Party to the Non-defaulting Party under any other agreements between the parties against any Settlement Amount owed by the Non-defaulting Party to the Defaulting Party hereunder.

The parties agree that each of them is a forward contract merchant as set forth in 11 U.S.C. Section 101(25). The parties also agree that this Contract and any other commodity contract between the parties are all forward contracts as defined in 11 U.S.C. Section 101(25). The payments and transfers described herein shall constitute "Settlement Payments" or "Margin Payments" as set forth in 11 U.S.C. Sections 101(51A) and (38).

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There are hereby incorporated herein by reference the respective Equal Opportunity Clauses set forth in 41 C.F.R. para. 60-1.4 (a), 41 C.F.R. para. 60-250.4 and 41 C.F.R. para. 60-741.4 to extent the incorporation thereof is required by or necessary for compliance with applicable federal laws, regulations or orders. As used in such clauses, "contractor" shall mean the Seller hereunder. Unless otherwise exempt, this Purchase Order incorporates by reference the EEO Clause contained in 41 C.F.R. Sections 60-1.4, 60-741.5, and 60-250.5.

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Gavilon Grain, LLC

PINE BLUFF AR
509 ISLAND HARBOR MARINA RD
PINE BLUFF, AR 71602
870/419-7008

S
E C & A FARMS
L P.O. BOX 96
L
E
R MARVELL AR 72366

Our Number: **6052415**
FUTURE ONLY-HTA **Purchase**
Contract Date: **2/12/2018**
Customer No. **0000367046**
Payment Terms:
Broker:
Broker No.:
Delivery Terms: **DLV PINE BLUFF**

SELLER AGREES TO AND CONFIRMS THE SALE OF THE FOLLOWING DESCRIBED COMMODITIES TO GAVILON GRAIN, LLC (BUYER) SUBJECT TO THE TERMS AND CONDITIONS STATED ON THE FACE AND BACK THEREOF. FAILURE TO ADVISE GAVILON GRAIN, LLC IMMEDIATELY BY WIRE OF ANY DISCREPANCY, OBJECTION TO OR DISAGREEMENT WITH SUCH TERMS AND CONDITIONS SHALL BE AN ACCEPTANCE THEREOF.

~~COMMODITY: #1YSB YELLOW SOYBEANS~~

WEIGHTS: DESTINATION
GRADES: DESTINATION
TRANSPORTATION: TRUCK
REFERENCE:
MARKET REGION: PINE BLUFF AR

QUANTITY: **20,000.00** BU

Status	Delivery Dates	Schedule Price	Futures Month	Futures Price	Other Fees	BU Scheduled
Unpriced	9/1/2018 - 9/30/2018	\$0.00000	Nov-18	\$10.10000	-\$0.03000	20,000.00

Done

Buyer's scale of discounts at time of delivery to apply.
Rules to apply: NGFA

Total Contracted BUSHELS 20,000.00
TO BE PRICED DURING AN ACTIVE SESSION OF THE APPLICABLE EXCHANGE (CBOT/KBOT/MGE) PRIOR TO THE SECOND TO LAST TRADING DAY PRECEDING THE FIRST NOTICE DAY

HTA FEE .03
BASIS SET BEFORE DLV

BUYER OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SELLER. BUYER'S SCHEDULE OF DISCOUNTS TO APPLY. SELLER GUARANTEES GRAIN U.S. GROWN. IF PRICE OF GRAIN IS ON A PREMIUM BASIS, CONTRACT TO BE PRICED OR SPREAD PRIOR TO THE LAST TRADING DAY PRECEDING THE FIRST DELIVERY DAY OF THE FUTURES CONTRACT.

Confirmation Acknowledged:

Gavilon Grain, LLC

C & A FARMS

Date

SHANE YOUNG

Date

PLEASE SIGN ONE COPY AND RETURN TO ABOVE ADDRESS.

2-12-18

TERMS AND CONDITIONS

Except as modified or limited by the terms and conditions stated herein, the Contract shall be governed by and construed in accordance with the applicable rules and regulations of the exchange, board or association designated on the face hereof, or, if none is designated or Seller is not a member of said exchange, board, or association, then the applicable trade rules of the National Grain and Feed Association in effect on the date hereof, and, to the extent not inconsistent therewith, the applicable provisions of the Uniform Commercial Code.

Seller warrants to Buyer that all grain sold and delivered hereunder will be of good, sound, dry and merchantable quality in accordance with the grade specified herein; that it will have been grown in the Continental United States unless a non-United States grown clause has been made a part of this Contract and so stated on the face hereof; that it will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, nor be a commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce; that neither any such grain nor the shipment thereof will be in violation of or subject to penalty, seizure or lien under any other federal, state or local law, ordinance regulation quota or order, and all grain sold hereunder will be delivered to Buyer free and clear of any and all liens, encumbrances, security interests, claims and penalties of any kind and nature.

In the event that a party hereto (the "Defaulting Party") becomes insolvent, or suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or generally fails to pay its debts as they become due, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or seeks reorganization, in order to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code, Title 11 of the United States Code, as amended or recodified from time to time, or under any state or federal law granting relief to debtors then the other party (the "Non-defaulting Party") may (i) immediately cancel this Contract and all other Contracts between the parties hereto, (ii) liquidate such cancelled Contracts in a commercially reasonable manner, and (iii) aggregate such liquidated amounts into a single liquidated settlement amount (the "Settlement Amount") due, which shall be due and payable two (2) business days after written notice by the Non-defaulting Party. In addition, the Non-defaulting Party may set-off any amounts owed by the Defaulting Party to the Non-defaulting Party under any other agreements between the parties against any Settlement Amount owed by the Non-defaulting Party to the Defaulting Party hereunder.

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Buyer reserves the right to apply off-grade grain at market difference without first notifying Seller.

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This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions of their agreement. This Contract is limited to the terms and conditions stated herein, which terms and conditions shall prevail insofar as they might in any way conflict with any terms or conditions of Seller's confirmation.

There are hereby incorporated herein by reference the respective Equal Opportunity Clauses set forth in 41 C.F.R. para. 60-1.4 (a), 41 C.F.R. para. 60-250.4 and 41 C.F.R. para. 60-741.4 to extent the incorporation thereof is required by or necessary for compliance with applicable federal laws, regulations or orders. As used in such clauses, "contractor" shall mean the Seller hereunder. Unless otherwise exempt, this Purchase Order incorporates by reference the EEO Clause contained in 41 C.F.R. Sections 60-1.4, 60-741.5, and 60-250.5.

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Gavilon Grain, LLC

PINE BLUFF AR
509 ISLAND HARBOR MARINA RD
PINE BLUFF, AR 71602
870/419-7008

CONFIRMATION OF PRICING AND/OR ORIGINAL CONTRACT AMENDMENT

Our Number: 6052415

FUTURE ONLY-HTA Purchase

Contract Date: 2/12/2018

Customer No. 0000367046

S
E C & A FARMS
L P.O. BOX 96
L
E
R MARVELL AR 72366

Broker:

Broker No.:

Delivery Terms: DLV PINE BLUFF

THIS CONFIRMATION COVERS OUR UNDERSTANDING OF PRICING, AND/OR, OF AMENDMENT(S) IN PRIOR STIPULATIONS, TERMS, OR CONDITIONS OF THE CONTRACT SO DESIGNATED. THE NEW TERMS ARE TO BE CONSIDERED AS PART OF THE ORIGINAL CONTRACT AND ARE MADE WITH THE BEST INTERESTS OF BOTH PARTIES IN MIND. FAILURE TO ADVISE GAVILON GRAIN, LLC IMMEDIATELY BY WIRE OF ANY DISCREPANCY, OBJECTION TO OR DISAGREEMENT WITH SUCH TERMS AND CONDITIONS SHALL BE AN ACCEPTANCE THEREOF.

COMMODITY: #1YSB YELLOW SOYBEANS

TOTAL QUANTITY: 20,000.00

PRICED QUANTITY: 20,000.00

UNPRICED QUANTITY: 0.00

WEIGHTS: DESTINATION

GRADES: DESTINATION

TRANSPORTATION: TRUCK

REFERENCE:

Status	Pricing Date	Delivery Dates	Schedule Price	Futures Month	Futures Price	Basis Price	BU Unpriced	BU Priced
Priced	10/4/2018	9/1/2018 - 9/30/2018	\$9.42000	Nov-18	\$10.10000	-\$0.68000	0.00	20,000.00

Buyer's scale of discounts at time of delivery to apply.
Rules to apply: NGFA

Total Priced BUSHELS 20,000.00

HTA FEE .03
BASIS SET BEFORE DLV

BUYER OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SELLER.

Confirmation Acknowledged:

Gavilon Grain, LLC

Signer2

C & A Heideberger Farms
By: Judy Bartlett
C & A FARMS

Date2

10-4-18

Signer1

Robert Rhodes
ROBERT RHODES

Date1

10/4/18

PLEASE SIGN ONE COPY AND RETURN TO ABOVE ADDRESS.

TERMS AND CONDITIONS

Except as modified or limited by the terms and conditions stated herein, the Contract shall be governed by and construed in accordance with the applicable rules and regulations of the exchange, board or association designated on the face hereof, or, if none is designated or Seller is not a member of said exchange, board, or association, then the applicable trade rules of the National Grain and Feed Association in effect on the date hereof, and, to the extent not inconsistent therewith, the applicable provisions of the Uniform Commercial Code.

Seller warrants to Buyer that all grain sold and delivered hereunder will be of good, sound, dry and merchantable quality in accordance with the grade specified herein; that it will have been grown in the Continental United States unless a non-United States grown clause has been made a part of this Contract and so stated on the face hereof; that it will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, nor be a commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce; that neither any such grain nor the shipment thereof will be in violation of or subject to penalty, seizure or lien under any other federal, state or local law, ordinance regulation quota or order, and all grain sold hereunder will be delivered to Buyer free and clear of any and all liens, encumbrances, security interests, claims and penalties of any kind and nature.

In the event that a party hereto (the "Defaulting Party") becomes insolvent, or suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or generally fails to pay its debts as they become due, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or seeks reorganization, in order to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code, Title 11 of the United States Code, as amended or recodified from time to time, or under any state or federal law granting relief to debtors then the other party (the "Non-defaulting Party") may (i) immediately cancel this Contract and all other Contracts between the parties hereto, (ii) liquidate such cancelled Contracts in a commercially reasonable manner, and (iii) aggregate such liquidated amounts into a single liquidated settlement amount (the "Settlement Amount") due, which shall be due and payable two (2) business days after written notice by the Non-defaulting Party. In addition, the Non-defaulting Party may set-off any amounts owed by the Defaulting Party to the Non-defaulting Party under any other agreements between the parties against any Settlement Amount owed by the Non-defaulting Party to the Defaulting Party hereunder.

The parties agree that each of them is a forward contract merchant as set forth in 11 U.S.C. Section 101(25). The parties also agree that this Contract and any other commodity contract between the parties are all forward contracts as defined in 11 U.S.C. Section 101(25). The payments and transfers described herein shall constitute "Settlement Payments" or "Margin Payments" as set forth in 11 U.S.C. Sections 101(51A) and (38).

Each Party consents to the recording of all telephone conversations between its representative and the representatives of the other Party.

This Contract is made on the basis of freight rates in effect on the date hereof. Any increase in freight rates taking effect before the full performance of this Contract shall be for the account of Seller unless otherwise adjusted and agreed upon between the parties at the time of the affected shipment.

All shipments of grain hereunder shall be made by Seller to the place of delivery designated herein. Buyer may subsequently designate any reasonable alternate place of delivery to facilitate Seller's performance of this Contract but shall have no obligation to do so. Any increased shipping charges incurred under this provision shall be for Seller's account and any reductions in shipping charges shall be for Buyer's account; provided however, if the designated alternate delivery points are solely for Buyer's convenience, increase shipping charges shall be for Buyer's account.

Unless otherwise specified, each shipment hereunder will be applied to the oldest open contract between Buyer and Seller.

Buyer reserves the right to apply off-grade grain at market difference without first notifying Seller.

Buyer's performance hereunder, or any delay in such performance, including the acceptance of deliveries of grain on the date or dates specified, shall be excused where such failure to perform or delay is attributable to any cause or reason beyond Buyer's control, including without limitation lack of available storage space, equipment breakdown, labor trouble, governmental regulations, transportation difficulties, embargoes, civil disturbances, acts of God, or any other causes of the like or different character beyond Buyer's control.

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions of their agreement. This Contract is limited to the terms and conditions stated herein, which terms and conditions shall prevail insofar as they might in any way conflict with any terms or conditions of Seller's confirmation.

There are hereby incorporated herein by reference the respective Equal Opportunity Clauses set forth in 41 C.F.R. para. 60-1.4 (a), 41 C.F.R. para. 60-250.4 and 41 C.F.R. para. 60-741.4 to extent the incorporation thereof is required by or necessary for compliance with applicable federal laws, regulations or orders. As used in such clauses, "contractor" shall mean the Seller hereunder. Unless otherwise exempt, this Purchase Order incorporates by reference the EEO Clause contained in 41 C.F.R. Sections 60-1.4, 60-741.5, and 60-250.5.

CONTROVERSIES: Controversies and/or other disagreements between Buyer and Seller arising under this Contract shall be settled by arbitration which shall be a condition precedent to any right of legal action that either Buyer or Seller may have against the other party. Any arbitration shall be in accordance with the rules of the National Grain and Feed Association [NGFA]. At the time notice of arbitration is served by either Buyer or Seller upon the other, (i) if either is a member of NGFA, the NGFA Arbitration Committee shall serve as the arbitrator; (ii) if neither is a member of the NGFA, the American Arbitration Association shall serve as the arbitrator.



Gavilon Grain, LLC

PINE BLUFF AR
509 ISLAND HARBOR MARINA RD
PINE BLUFF, AR 71602
870/419-7008

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BROCATO & UNGER FARMS
P.O. BOX 96
MARVELL AR 72366

Our Number: **6052412**
FUTURE ONLY-HTA **Purchase**
Contract Date: **2/9/2018**
Customer No. **0000367047**
Payment Terms:
Broker:
Broker No.:
Delivery Terms: **DLV PINE BLUFF**

SELLER AGREES TO AND CONFIRMS THE SALE OF THE FOLLOWING DESCRIBED COMMODITIES TO GAVILON GRAIN, LLC (BUYER) SUBJECT TO THE TERMS AND CONDITIONS STATED ON THE FACE AND BACK THEREOF. FAILURE TO ADVISE GAVILON GRAIN, LLC IMMEDIATELY BY WIRE OF ANY DISCREPANCY, OBJECTION TO OR DISAGREEMENT WITH SUCH TERMS AND CONDITIONS SHALL BE AN ACCEPTANCE THEREOF.

COMMODITY: **#1YSB YELLOW SOYBEANS**

QUANTITY: **5,000.00** **BU**

WEIGHTS: **DESTINATION**
GRADES: **DESTINATION**
TRANSPORTATION: **TRUCK**
REFERENCE:
MARKET REGION: **PINE BLUFF AR**

Status	Delivery Dates	Schedule Price	Futures Month	Futures Price	Other Fees	BU Scheduled
Unpriced	9/1/2018 - 9/30/2018	\$0.00000	Nov-18	\$10.10000	-\$0.03000	5,000.00

Buyer's scale of discounts at time of delivery to apply.
Rules to apply: NGFA

Done
Total Contracted BUSHELS 5,000.00

TO BE PRICED DURING AN ACTIVE SESSION OF THE APPLICABLE EXCHANGE (CBOT/KBOT/MGE) PRIOR TO THE SECOND TO LAST TRADING DAY PRECEDING THE FIRST NOTICE DAY

HTA FEE .03
BASIS TO BE SET BEFORE DLV



BUYER OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SELLER. BUYER'S SCHEDULE OF DISCOUNTS TO APPLY. SELLER GUARANTEES GRAIN U.S. GROWN. IF PRICE OF GRAIN IS ON A PREMIUM BASIS, CONTRACT TO BE PRICED OR SPREAD PRIOR TO THE LAST TRADING DAY PRECEDING THE FIRST DELIVERY DAY OF THE FUTURES CONTRACT.

Confirmation Acknowledged:

Gavilon Grain, LLC

BROCATO & UNGER FARMS

Date

SHANE YOUNG

Date

PLEASE SIGN ONE COPY AND RETURN TO ABOVE ADDRESS.

TERMS AND CONDITIONS

Except as modified or limited by the terms and conditions stated herein, the Contract shall be governed by and construed in accordance with the applicable rules and regulations of the exchange, board or association designated on the face hereof, or, if none is designated or Seller is not a member of said exchange, board, or association, then the applicable trade rules of the National Grain and Feed Association in effect on the date hereof, and, to the extent not inconsistent therewith, the applicable provisions of the Uniform Commercial Code.

Seller warrants to Buyer that all grain sold and delivered hereunder will be of good, sound, dry and merchantable quality in accordance with the grade specified herein; that it will have been grown in the Continental United States unless a non-United States grown clause has been made a part of this Contract and so stated on the face hereof; that it will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, nor be a commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce; that neither any such grain nor the shipment thereof will be in violation of or subject to penalty, seizure or lien under any other federal, state or local law, ordinance regulation quota or order, and all grain sold hereunder will be delivered to Buyer free and clear of any and all liens, encumbrances, security interests, claims and penalties of any kind and nature.

In the event that a party hereto (the "Defaulting Party") becomes insolvent, or suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or generally fails to pay its debts as they become due, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or seeks reorganization, in order to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code, Title 11 of the United States Code, as amended or recodified from time to time, or under any state or federal law granting relief to debtors then the other party (the "Non-defaulting Party") may (i) immediately cancel this Contract and all other Contracts between the parties hereto, (ii) liquidate such cancelled Contracts in a commercially reasonable manner, and (iii) aggregate such liquidated amounts into a single liquidated settlement amount (the "Settlement Amount") due, which shall be due and payable two (2) business days after written notice by the Non-defaulting Party. In addition, the Non-defaulting Party may set-off any amounts owed by the Defaulting Party to the Non-defaulting Party under any other agreements between the parties against any Settlement Amount owed by the Non-defaulting Party to the Defaulting Party hereunder.

The parties agree that each of them is a forward contract merchant as set forth in 11 U.S.C. Section 101(25). The parties also agree that this Contract and any other commodity contract between the parties are all forward contracts as defined in 11 U.S.C. Section 101(25). The payments and transfers described herein shall constitute "Settlement Payments" or "Margin Payments" as set forth in 11 U.S.C. Sections 101(51A) and (38).

Each Party consents to the recording of all telephone conversations between its representative and the representatives of the other Party.

This Contract is made on the basis of freight rates in effect on the date hereof. Any increase in freight rates taking effect before the full performance of this Contract shall be for the account of Seller unless otherwise adjusted and agreed upon between the parties at the time of the affected shipment.

All shipments of grain hereunder shall be made by Seller to the place of delivery designated herein. Buyer may subsequently designate any reasonable alternate place of delivery to facilitate Seller's performance of this Contract but shall have no obligation to do so. Any increased shipping charges incurred under this provision shall be for Seller's account and any reductions in shipping charges shall be for Buyer's account; provided however, if the designated alternate delivery points are solely for Buyer's convenience, increase shipping charges shall be for Buyer's account.

Unless otherwise specified, each shipment hereunder will be applied to the oldest open contract between Buyer and Seller.

Buyer reserves the right to apply off-grade grain at market difference without first notifying Seller.

Buyer's performance hereunder, or any delay in such performance, including the acceptance of deliveries of grain on the date or dates specified, shall be excused where such failure to perform or delay is attributable to any cause or reason beyond Buyer's control, including without limitation lack of available storage space, equipment breakdown, labor trouble, governmental regulations, transportation difficulties, embargoes, civil disturbances, acts of God, or any other causes of the like or different character beyond Buyer's control.

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions of their agreement. This Contract is limited to the terms and conditions stated herein, which terms and conditions shall prevail insofar as they might in any way conflict with any terms or conditions of Seller's confirmation.

There are hereby incorporated herein by reference the respective Equal Opportunity Clauses set forth in 41 C.F.R. para. 60-1.4 (a), 41 C.F.R. para. 60-250.4 and 41 C.F.R. para. 60-741.4 to extent the incorporation thereof is required by or necessary for compliance with applicable federal laws, regulations or orders. As used in such clauses, "contractor" shall mean the Seller hereunder. Unless otherwise exempt, this Purchase Order incorporates by reference the EEO Clause contained in 41 C.F.R. Sections 60-1.4, 60-741.5, and 60-250.5.

CONTROVERSIES: Controversies and/or other disagreements between Buyer and Seller arising under this Contract shall be settled by arbitration which shall be a condition precedent to any right of legal action that either Buyer or Seller may have against the other party. Any arbitration shall be in accordance with the rules of the National Grain and Feed Association [NGFA]. At the time notice of arbitration is served by either Buyer or Seller upon the other, (i) if either is a member of NGFA, the NGFA Arbitration Committee shall serve as the arbitrator; (ii) if neither is a member of the NGFA, the American Arbitration Association shall serve as the arbitrator.



Gavilon Grain, LLC

PINE BLUFF AR
509 ISLAND HARBOR MARINA RD
PINE BLUFF, AR 71602
870/419-7008

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BROCATO & UNGER FARMS
P.O. BOX 96
MARVELL AR 72366

Our Number: 6052414
FUTURE ONLY-HTA Purchase
Contract Date: 2/12/2018
Customer No. 0000367047
Payment Terms:
Broker:
Broker No.:
Delivery Terms: DLV PINE BLUFF

SELLER AGREES TO AND CONFIRMS THE SALE OF THE FOLLOWING DESCRIBED COMMODITIES TO GAVILON GRAIN, LLC (BUYER) SUBJECT TO THE TERMS AND CONDITIONS STATED ON THE FACE AND BACK THEREOF. FAILURE TO ADVISE GAVILON GRAIN, LLC IMMEDIATELY BY WIRE OF ANY DISCREPANCY, OBJECTION TO OR DISAGREEMENT WITH SUCH TERMS AND CONDITIONS SHALL BE AN ACCEPTANCE THEREOF.

COMMODITY: #1YSB YELLOW SOYBEANS

QUANTITY: 20,000.00 BU

WEIGHTS: DESTINATION
GRADES: DESTINATION
TRANSPORTATION: TRUCK
REFERENCE:
MARKET REGION: PINE BLUFF AR

Status	Delivery Dates	Schedule Price	Futures Month	Futures Price	Other Fees	BU Scheduled
Unpriced	9/1/2018 - 9/30/2018	\$0.00000	Nov-18	\$10.10000	-\$0.03000	20,000.00

Buyer's scale of discounts at time of delivery to apply.
Rules to apply: NGFA

Done

Total Contracted BUSHELS 20,000.00

TO BE PRICED DURING AN ACTIVE SESSION OF THE APPLICABLE EXCHANGE (CBOT/KBOT/MGE) PRIOR TO THE SECOND TO LAST TRADING DAY PRECEDING THE FIRST NOTICE DAY

HTA FEE .03
SET BASIS BEFORE DLV

BUYER OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SELLER. BUYER'S SCHEDULE OF DISCOUNTS TO APPLY. SELLER GUARANTEES GRAIN U.S. GROWN. IF PRICE OF GRAIN IS ON A PREMIUM BASIS, CONTRACT TO BE PRICED OR SPREAD PRIOR TO THE LAST TRADING DAY PRECEDING THE FIRST DELIVERY DAY OF THE FUTURES CONTRACT.

Confirmation Acknowledged:

Gavilon Grain, LLC

BROCATO & UNGER FARMS

Date

SHANE YOUNG

Date

PLEASE SIGN ONE COPY AND RETURN TO ABOVE ADDRESS.

TERMS AND CONDITIONS

Except as modified or limited by the terms and conditions stated herein, the Contract shall be governed by and construed in accordance with the applicable rules and regulations of the exchange, board or association designated on the face hereof, or, if none is designated or Seller is not a member of said exchange, board, or association, then the applicable trade rules of the National Grain and Feed Association in effect on the date hereof, and, to the extent not inconsistent therewith, the applicable provisions of the Uniform Commercial Code.

Seller warrants to Buyer that all grain sold and delivered hereunder will be of good, sound, dry and merchantable quality in accordance with the grade specified herein; that it will have been grown in the Continental United States unless a non-United States grown clause has been made a part of this Contract and so stated on the face hereof; that it will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, nor be a commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce; that neither any such grain nor the shipment thereof will be in violation of or subject to penalty, seizure or lien under any other federal, state or local law, ordinance regulation quota or order, and all grain sold hereunder will be delivered to Buyer free and clear of any and all liens, encumbrances, security interests, claims and penalties of any kind and nature.

In the event that a party hereto (the "Defaulting Party") becomes insolvent, or suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or generally fails to pay its debts as they become due, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or seeks reorganization, in order to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code, Title 11 of the United States Code, as amended or recodified from time to time, or under any state or federal law granting relief to debtors then the other party (the "Non-defaulting Party") may (i) immediately cancel this Contract and all other Contracts between the parties hereto, (ii) liquidate such cancelled Contracts in a commercially reasonable manner, and (iii) aggregate such liquidated amounts into a single liquidated settlement amount (the "Settlement Amount") due, which shall be due and payable two (2) business days after written notice by the Non-defaulting Party. In addition, the Non-defaulting Party may set-off any amounts owed by the Defaulting Party to the Non-defaulting Party under any other agreements between the parties against any Settlement Amount owed by the Non-defaulting Party to the Defaulting Party hereunder.

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Each Party consents to the recording of all telephone conversations between its representative and the representatives of the other Party.

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All shipments of grain hereunder shall be made by Seller to the place of delivery designated herein. Buyer may subsequently designate any reasonable alternate place of delivery to facilitate Seller's performance of this Contract but shall have no obligation to do so. Any increased shipping charges incurred under this provision shall be for Seller's account and any reductions in shipping charges shall be for Buyer's account; provided however, if the designated alternate delivery points are solely for Buyer's convenience, increase shipping charges shall be for Buyer's account.

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Buyer reserves the right to apply off-grade grain at market difference without first notifying Seller.

Buyer's performance hereunder, or any delay in such performance, including the acceptance of deliveries of grain on the date or dates specified, shall be excused where such failure to perform or delay is attributable to any cause or reason beyond Buyer's control, including without limitation lack of available storage space, equipment breakdown, labor trouble, governmental regulations, transportation difficulties, embargoes, civil disturbances, acts of God, or any other causes of the like or different character beyond Buyer's control.

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There are hereby incorporated herein by reference the respective Equal Opportunity Clauses set forth in 41 C.F.R. para. 60-1.4 (a), 41 C.F.R. para. 60-250.4 and 41 C.F.R. para. 60-741.4 to extent the incorporation thereof is required by or necessary for compliance with applicable federal laws, regulations or orders. As used in such clauses, "contractor" shall mean the Seller hereunder. Unless otherwise exempt, this Purchase Order incorporates by reference the EEO Clause contained in 41 C.F.R. Sections 60-1.4, 60-741.5, and 60-250.5.

CONTROVERSIES: Controversies and/or other disagreements between Buyer and Seller arising under this Contract shall be settled by arbitration which shall be a condition precedent to any right of legal action that either Buyer or Seller may have against the other party. Any arbitration shall be in accordance with the rules of the National Grain and Feed Association [NGFA]. At the time notice of arbitration is served by either Buyer or Seller upon the other, (i) if either is a member of NGFA, the NGFA Arbitration Committee shall serve as the arbitrator; (ii) if neither is a member of the NGFA, the American Arbitration Association shall serve as the arbitrator.



Gavilon Grain, LLC

PINE BLUFF AR
509 ISLAND HARBOR MARINA RD
PINE BLUFF, AR 71602
870/419-7008

S
E BROCATO & UNGER FARMS
L P.O. BOX 96
L
E
R MARVELL AR 72366

Our Number: 6055233

PRICED Purchase

Contract Date: 3/8/2018

Customer No. 0000367047

Payment Terms:

Broker:

Broker No.:

Delivery Terms: DLV PINE BLUFF

SELLER AGREES TO AND CONFIRMS THE SALE OF THE FOLLOWING DESCRIBED COMMODITIES TO GAVILON GRAIN, LLC (BUYER) SUBJECT TO THE TERMS AND CONDITIONS STATED ON THE FACE AND BACK THEREOF. FAILURE TO ADVISE GAVILON GRAIN, LLC IMMEDIATELY BY WIRE OF ANY DISCREPANCY, OBJECTION TO OR DISAGREEMENT WITH SUCH TERMS AND CONDITIONS SHALL BE AN ACCEPTANCE THEREOF.

COMMODITY: #1YSB YELLOW SOYBEANS

WEIGHTS: DESTINATION

GRADES: DESTINATION

TRANSPORTATION: TRUCK

REFERENCE:

QUANTITY: 20,000.00 BU

Status	Delivery Dates	Schedule Price	Futures Month	Futures Price	Basis Price	BU Priced
Priced	9/1/2018 - 9/30/2018	\$10.27000	Nov-18	\$10.40000	-\$0.13000	20,000.00

Done

Buyer's scale of discounts at time of delivery to apply.
Rules to apply: NGFA

Total Contracted BUSHELS 20,000.00

BUYER OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SELLER. BUYER'S SCHEDULE OF DISCOUNTS TO APPLY. SELLER GUARANTEES GRAIN U.S. GROWN. IF PRICE OF GRAIN IS ON A PREMIUM BASIS, CONTRACT TO BE PRICED OR SPREAD PRIOR TO THE LAST TRADING DAY PRECEDING THE FIRST DELIVERY DAY OF THE FUTURES CONTRACT.

Confirmation Acknowledged

Brocato + Unger Farms

Gavilon Grain, LLC

By: *Andy Bartlett*

3-15-18

SLC

3-8-18

BROCATO & UNGER FARMS

Date

SHANE YOUNG

Date

PLEASE SIGN ONE COPY AND RETURN TO ABOVE ADDRESS.

TERMS AND CONDITIONS

Except as modified or limited by the terms and conditions stated herein, the Contract shall be governed by and construed in accordance with the applicable rules and regulations of the exchange, board or association designated on the face hereof, or, if none is designated or Seller is not a member of said exchange, board, or association, then the applicable trade rules of the National Grain and Feed Association in effect on the date hereof, and, to the extent not inconsistent therewith, the applicable provisions of the Uniform Commercial Code.

Seller warrants to Buyer that all grain sold and delivered hereunder will be of good, sound, dry and merchantable quality in accordance with the grade specified herein; that it will have been grown in the Continental United States unless a non-United States grown clause has been made a part of this Contract and so stated on the face hereof; that it will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, nor be a commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce; that neither any such grain nor the shipment thereof will be in violation of or subject to penalty, seizure or lien under any other federal, state or local law, ordinance regulation quota or order, and all grain sold hereunder will be delivered to Buyer free and clear of any and all liens, encumbrances, security interests, claims and penalties of any kind and nature.

In the event that a party hereto (the "Defaulting Party") becomes insolvent, or suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or generally fails to pay its debts as they become due, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or seeks reorganization, in order to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code, Title 11 of the United States Code, as amended or recodified from time to time, or under any state or federal law granting relief to debtors then the other party (the "Non-defaulting Party") may (i) immediately cancel this Contract and all other Contracts between the parties hereto, (ii) liquidate such cancelled Contracts in a commercially reasonable manner, and (iii) aggregate such liquidated amounts into a single liquidated settlement amount (the "Settlement Amount") due, which shall be due and payable two (2) business days after written notice by the Non-defaulting Party. In addition, the Non-defaulting Party may set-off any amounts owed by the Defaulting Party to the Non-defaulting Party under any other agreements between the parties against any Settlement Amount owed by the Non-defaulting Party to the Defaulting Party hereunder.

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There are hereby incorporated herein by reference the respective Equal Opportunity Clauses set forth in 41 C.F.R. para. 60-1.4 (a), 41 C.F.R. para. 60-250.4 and 41 C.F.R. para. 60-741.4 to extent the incorporation thereof is required by or necessary for compliance with applicable federal laws, regulations or orders. As used in such clauses, "contractor" shall mean the Seller hereunder. Unless otherwise exempt, this Purchase Order incorporates by reference the EEO Clause contained in 41 C.F.R. Sections 60-1.4, 60-741.5, and 60-250.5.

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Gavilon Grain, LLC

PINE BLUFF AR
509 ISLAND HARBOR MARINA RD
PINE BLUFF, AR 71602
870/419-7008

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BROCATO & UNGER FARMS
P.O. BOX 96
MARVELL AR 72366

6052408

Our Number: **6052408**
FUTURE ONLY-HTA **Purchase**
Contract Date: **1/30/2018**
Customer No. **0000367047**
Payment Terms:
Broker:
Broker No.:
Delivery Terms: **DLV PINE BLUFF**

SELLER AGREES TO AND CONFIRMS THE SALE OF THE FOLLOWING DESCRIBED COMMODITIES TO GAVILON GRAIN, LLC (BUYER) SUBJECT TO THE TERMS AND CONDITIONS STATED ON THE FACE AND BACK THEREOF. FAILURE TO ADVISE GAVILON GRAIN, LLC IMMEDIATELY BY WIRE OF ANY DISCREPANCY, OBJECTION TO OR DISAGREEMENT WITH SUCH TERMS AND CONDITIONS SHALL BE AN ACCEPTANCE THEREOF.

COMMODITY: #1YSB YELLOW SOYBEANS

QUANTITY: **25,000.00** **BU**

WEIGHTS: **DESTINATION**
GRADES: **DESTINATION**
TRANSPORTATION: **TRUCK**
REFERENCE:
MARKET REGION: **PINE BLUFF AR**

Status	Delivery Dates	Schedule Price	Futures Month	Futures Price	Other Fees	BU Scheduled
Unpriced	8/20/2018 - 9/14/2018	\$0.00000	Nov-18	\$10.16000	-\$0.05000	25,000.00

Done

Buyer's scale of discounts at time of delivery to apply.
Rules to apply: NGFA

Total Contracted BUSHELS 25,000.00
TO BE PRICED DURING AN ACTIVE SESSION OF THE APPLICABLE EXCHANGE (CBOT/KBOT/MGE) PRIOR TO THE SECOND TO LAST TRADING DAY PRECEDING THE FIRST NOTICE DAY

FUTURES FIRST CONTRACT HTA FEE -.05
BASIS TO BE SET BEFORE DELIVERY

BUYER OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SELLER. BUYER'S SCHEDULE OF DISCOUNTS TO APPLY. SELLER GUARANTEES GRAIN U.S. GROWN. IF PRICE OF GRAIN IS ON A PREMIUM BASIS, CONTRACT TO BE PRICED OR SPREAD PRIOR TO THE LAST TRADING DAY PRECEDING THE FIRST DELIVERY DAY OF THE FUTURES CONTRACT.

Confirmation Acknowledged:

Gavilon Grain, LLC

BROCATO & UNGER FARMS

Date

SHANE YOUNG

Date

PLEASE SIGN ONE COPY AND RETURN TO ABOVE ADDRESS.

TERMS AND CONDITIONS

Except as modified or limited by the terms and conditions stated herein, the Contract shall be governed by and construed in accordance with the applicable rules and regulations of the exchange, board or association designated on the face hereof, or, if none is designated or Seller is not a member of said exchange, board, or association, then the applicable trade rules of the National Grain and Feed Association in effect on the date hereof, and, to the extent not inconsistent therewith, the applicable provisions of the Uniform Commercial Code.

Seller warrants to Buyer that all grain sold and delivered hereunder will be of good, sound, dry and merchantable quality in accordance with the grade specified herein; that it will have been grown in the Continental United States unless a non-United States grown clause has been made a part of this Contract and so stated on the face hereof; that it will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, nor be a commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce; that neither any such grain nor the shipment thereof will be in violation of or subject to penalty, seizure or lien under any other federal, state or local law, ordinance regulation quota or order, and all grain sold hereunder will be delivered to Buyer free and clear of any and all liens, encumbrances, security interests, claims and penalties of any kind and nature.

In the event that a party hereto (the "Defaulting Party") becomes insolvent, or suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or generally fails to pay its debts as they become due, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or seeks reorganization, in order to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code, Title 11 of the United States Code, as amended or recodified from time to time, or under any state or federal law granting relief to debtors then the other party (the "Non-defaulting Party") may (i) immediately cancel this Contract and all other Contracts between the parties hereto, (ii) liquidate such cancelled Contracts in a commercially reasonable manner, and (iii) aggregate such liquidated amounts into a single liquidated settlement amount (the "Settlement Amount") due, which shall be due and payable two (2) business days after written notice by the Non-defaulting Party. In addition, the Non-defaulting Party may set-off any amounts owed by the Defaulting Party to the Non-defaulting Party under any other agreements between the parties against any Settlement Amount owed by the Non-defaulting Party to the Defaulting Party hereunder.

The parties agree that each of them is a forward contract merchant as set forth in 11 U.S.C. Section 101(25). The parties also agree that this Contract and any other commodity contract between the parties are all forward contracts as defined in 11 U.S.C. Section 101(25). The payments and transfers described herein shall constitute "Settlement Payments" or "Margin Payments" as set forth in 11 U.S.C. Sections 101(51A) and (38).

Each Party consents to the recording of all telephone conversations between its representative and the representatives of the other Party.

This Contract is made on the basis of freight rates in effect on the date hereof. Any increase in freight rates taking effect before the full performance of this Contract shall be for the account of Seller unless otherwise adjusted and agreed upon between the parties at the time of the affected shipment.

All shipments of grain hereunder shall be made by Seller to the place of delivery designated herein. Buyer may subsequently designate any reasonable alternate place of delivery to facilitate Seller's performance of this Contract but shall have no obligation to do so. Any increased shipping charges incurred under this provision shall be for Seller's account and any reductions in shipping charges shall be for Buyer's account; provided however, if the designated alternate delivery points are solely for Buyer's convenience, increase shipping charges shall be for Buyer's account.

Unless otherwise specified, each shipment hereunder will be applied to the oldest open contract between Buyer and Seller.

Buyer reserves the right to apply off-grade grain at market difference without first notifying Seller.

Buyer's performance hereunder, or any delay in such performance, including the acceptance of deliveries of grain on the date or dates specified, shall be excused where such failure to perform or delay is attributable to any cause or reason beyond Buyer's control, including without limitation lack of available storage space, equipment breakdown, labor trouble, governmental regulations, transportation difficulties, embargoes, civil disturbances, acts of God, or any other causes of the like or different character beyond Buyer's control.

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions of their agreement. This Contract is limited to the terms and conditions stated herein, which terms and conditions shall prevail insofar as they might in any way conflict with any terms or conditions of Seller's confirmation.

There are hereby incorporated herein by reference the respective Equal Opportunity Clauses set forth in 41 C.F.R. para. 60-1.4 (a), 41 C.F.R. para. 60-250.4 and 41 C.F.R. para. 60-741.4 to extent the incorporation thereof is required by or necessary for compliance with applicable federal laws, regulations or orders. As used in such clauses, "contractor" shall mean the Seller hereunder. Unless otherwise exempt, this Purchase Order incorporates by reference the EEO Clause contained in 41 C.F.R. Sections 60-1.4, 60-741.5, and 60-250.5.

CONTROVERSIES: Controversies and/or other disagreements between Buyer and Seller arising under this Contract shall be settled by arbitration which shall be a condition precedent to any right of legal action that either Buyer or Seller may have against the other party. Any arbitration shall be in accordance with the rules of the National Grain and Feed Association [NGFA]. At the time notice of arbitration is served by either Buyer or Seller upon the other, (i) if either is a member of NGFA, the NGFA Arbitration Committee shall serve as the arbitrator; (ii) if neither is a member of the NGFA, the American Arbitration Association shall serve as the arbitrator.



Gavilon Grain, LLC

PINE BLUFF AR
509 ISLAND HARBOR MARINA RD
PINE BLUFF, AR 71602
870/419-7008

CONFIRMATION OF PRICING AND/OR ORIGINAL CONTRACT AMENDMENT

Our Number: 6052408
FUTURE ONLY-HTA Purchase
Contract Date: 1/30/2018
Customer No. 0000367047
Broker:
Broker No.:
Delivery Terms: DLV PINE BLUFF

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L
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R
BROCATO & UNGER FARMS
P.O. BOX 96
MARVELL AR 72366

THIS CONFIRMATION COVERS OUR UNDERSTANDING OF PRICING, AND/OR, OF AMENDMENT(S) IN PRIOR STIPULATIONS, TERMS, OR CONDITIONS OF THE CONTRACT SO DESIGNATED. THE NEW TERMS ARE TO BE CONSIDERED AS PART OF THE ORIGINAL CONTRACT AND ARE MADE WITH THE BEST INTERESTS OF BOTH PARTIES IN MIND. FAILURE TO ADVISE GAVILON GRAIN, LLC IMMEDIATELY BY WIRE OF ANY DISCREPANCY, OBJECTION TO OR DISAGREEMENT WITH SUCH TERMS AND CONDITIONS SHALL BE AN ACCEPTANCE THEREOF.

COMMODITY: #1YSB YELLOW SOYBEANS

TOTAL QUANTITY: 25,000.00

PRICED QUANTITY: 25,000.00

UNPRICED QUANTITY: 0.00

WEIGHTS: DESTINATION
GRADES: DESTINATION
TRANSPORTATION: TRUCK
REFERENCE:

Status	Pricing Date	Delivery Dates	Schedule Price	Futures Month	Futures Price	Basis Price	BU Unpriced	BU Priced
Priced	10/6/2018	8/20/2018 - 9/14/2018	\$9.47000	Nov-18	\$10.16000	-\$0.69000	0.00	25,000.00

Buyer's scale of discounts at time of delivery to apply.
Rules to apply: NGFA

Total Priced BUSHELS 25,000.00

FUTURES FIRST CONTRACT HTA FEE -.05
BASIS TO BE SET BEFORE DELIVERY

BUYER OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SELLER.

Confirmation Acknowledged:

Gavilon Grain, LLC

Signer2

Date2

BROCATO & UNGER FARMS

Signer1

ROBERT RHODES

Date1

10/6/18

PLEASE SIGN ONE COPY AND RETURN TO ABOVE ADDRESS.

TERMS AND CONDITIONS

Except as modified or limited by the terms and conditions stated herein, the Contract shall be governed by and construed in accordance with the applicable rules and regulations of the exchange, board or association designated on the face hereof, or, if none is designated or Seller is not a member of said exchange, board, or association, then the applicable trade rules of the National Grain and Feed Association in effect on the date hereof, and, to the extent not inconsistent therewith, the applicable provisions of the Uniform Commercial Code.

Seller warrants to Buyer that all grain sold and delivered hereunder will be of good, sound, dry and merchantable quality in accordance with the grade specified herein; that it will have been grown in the Continental United States unless a non-United States grown clause has been made a part of this Contract and so stated on the face hereof; that it will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, nor be a commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce; that neither any such grain nor the shipment thereof will be in violation of or subject to penalty, seizure or lien under any other federal, state or local law, ordinance regulation quota or order, and all grain sold hereunder will be delivered to Buyer free and clear of any and all liens, encumbrances, security interests, claims and penalties of any kind and nature.

In the event that a party hereto (the "Defaulting Party") becomes insolvent, or suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or generally fails to pay its debts as they become due, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or seeks reorganization, in order to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code, Title 11 of the United States Code, as amended or recodified from time to time, or under any state or federal law granting relief to debtors then the other party (the "Non-defaulting Party") may (i) immediately cancel this Contract and all other Contracts between the parties hereto, (ii) liquidate such cancelled Contracts in a commercially reasonable manner, and (iii) aggregate such liquidated amounts into a single liquidated settlement amount (the "Settlement Amount") due, which shall be due and payable two (2) business days after written notice by the Non-defaulting Party. In addition, the Non-defaulting Party may set-off any amounts owed by the Defaulting Party to the Non-defaulting Party under any other agreements between the parties against any Settlement Amount owed by the Non-defaulting Party to the Defaulting Party hereunder.

The parties agree that each of them is a forward contract merchant as set forth in 11 U.S.C. Section 101(25). The parties also agree that this Contract and any other commodity contract between the parties are all forward contracts as defined in 11 U.S.C. Section 101(25). The payments and transfers described herein shall constitute "Settlement Payments" or "Margin Payments" as set forth in 11 U.S.C. Sections 101(51A) and (38).

Each Party consents to the recording of all telephone conversations between its representative and the representatives of the other Party.

This Contract is made on the basis of freight rates in effect on the date hereof. Any increase in freight rates taking effect before the full performance of this Contract shall be for the account of Seller unless otherwise adjusted and agreed upon between the parties at the time of the affected shipment.

All shipments of grain hereunder shall be made by Seller to the place of delivery designated herein. Buyer may subsequently designate any reasonable alternate place of delivery to facilitate Seller's performance of this Contract but shall have no obligation to do so. Any increased shipping charges incurred under this provision shall be for Seller's account and any reductions in shipping charges shall be for Buyer's account; provided however, if the designated alternate delivery points are solely for Buyer's convenience, increase shipping charges shall be for Buyer's account.

Unless otherwise specified, each shipment hereunder will be applied to the oldest open contract between Buyer and Seller.

Buyer reserves the right to apply off-grade grain at market difference without first notifying Seller.

Buyer's performance hereunder, or any delay in such performance, including the acceptance of deliveries of grain on the date or dates specified, shall be excused where such failure to perform or delay is attributable to any cause or reason beyond Buyer's control, including without limitation lack of available storage space, equipment breakdown, labor trouble, governmental regulations, transportation difficulties, embargoes, civil disturbances, acts of God, or any other causes of the like or different character beyond Buyer's control.

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions of their agreement. This Contract is limited to the terms and conditions stated herein, which terms and conditions shall prevail insofar as they might in any way conflict with any terms or conditions of Seller's confirmation.

There are hereby incorporated herein by reference the respective Equal Opportunity Clauses set forth in 41 C.F.R. para. 60-1.4 (a), 41 C.F.R. para. 60-250.4 and 41 C.F.R. para. 60-741.4 to extent the incorporation thereof is required by or necessary for compliance with applicable federal laws, regulations or orders. As used in such clauses, "contractor" shall mean the Seller hereunder. Unless otherwise exempt, this Purchase Order incorporates by reference the EEO Clause contained in 41 C.F.R. Sections 60-1.4, 60-741.5, and 60-250.5.

CONTROVERSIES: Controversies and/or other disagreements between Buyer and Seller arising under this Contract shall be settled by arbitration which shall be a condition precedent to any right of legal action that either Buyer or Seller may have against the other party. Any arbitration shall be in accordance with the rules of the National Grain and Feed Association [NGFA]. At the time notice of arbitration is served by either Buyer or Seller upon the other, (i) if either is a member of NGFA, the NGFA Arbitration Committee shall serve as the arbitrator; (ii) if neither is a member of the NGFA, the American Arbitration Association shall serve as the arbitrator.



Gavilon Grain, LLC

PINE BLUFF AR
509 ISLAND HARBOR MARINA RD
PINE BLUFF, AR 71602
870/419-7008

S
E PHARR FARMS
L 2946 FLORENCE RD
L
E
R MONTICELLO AR 71655

Our Number: 6055181
PRICED **Purchase**
Contract Date: 12/5/2017
Customer No. 0000306307
Payment Terms:
Broker:
Broker No.:
Delivery Terms: DLV PINE BLUFF

SELLER AGREES TO AND CONFIRMS THE SALE OF THE FOLLOWING DESCRIBED COMMODITIES TO GAVILON GRAIN, LLC (BUYER) SUBJECT TO THE TERMS AND CONDITIONS STATED ON THE FACE AND BACK THEREOF. FAILURE TO ADVISE GAVILON GRAIN, LLC IMMEDIATELY BY WIRE OF ANY DISCREPANCY, OBJECTION TO OR DISAGREEMENT WITH SUCH TERMS AND CONDITIONS SHALL BE AN ACCEPTANCE THEREOF.

COMMODITY: #1YSB YELLOW SOYBEANS

QUANTITY: 10,000.00 BU

WEIGHTS: **DESTINATION**
GRADES: **DESTINATION**
TRANSPORTATION: TRUCK
REFERENCE:

Status	Delivery Dates	Schedule Price	Futures Month	Futures Price	Basis Price	BU Priced
Priced	9/1/2018 - 9/30/2018	\$10.00000	Nov-18	\$10.20000	-\$0.20000	10,000.00

Buyer's scale of discounts at time of delivery to apply.
Rules to apply: NGFA

Total Contracted BUSHELS 10,000.00

EXHIBIT

E

BUYER OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SELLER. BUYER'S SCHEDULE OF DISCOUNTS TO APPLY. SELLER GUARANTEES GRAIN U.S. GROWN. IF PRICE OF GRAIN IS ON A PREMIUM BASIS, CONTRACT TO BE PRICED OR SPREAD PRIOR TO THE LAST TRADING DAY PRECEDING THE FIRST DELIVERY DAY OF THE FUTURES CONTRACT.

Confirmation Acknowledged

Gavilon Grain, LLC

PHARR FARMS

Date

SHANE YOUNG

Date

PLEASE SIGN ONE COPY AND RETURN TO ABOVE ADDRESS.

Case 1:19-cv-00068-JWC Document 3 Filed 05/24/19 Page 24 of 50

grade specified herein. It will have been grown in the United States unless a non-United States origin clause has been made a part of this Contract and so stated on the face hereof; that it will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, nor be a commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce; that neither any such grain nor the shipment thereof will be in violation of or subject to penalty, seizure or lien under any other federal, state or local law, ordinance regulation quota or order, and all grain sold hereunder will be delivered to Buyer free and clear of any and all liens, encumbrances, security interests, claims and penalties of any kind and nature.

In the event that a party hereto (the "Defaulting Party") becomes insolvent, or suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or generally fails to pay its debts as they become due, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or seeks reorganization, in order to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code, Title 11 of the United States Code, as amended or recodified from time to time, or under any state or federal law granting relief to debtors then the other party (the "Non-defaulting Party") may (i) immediately cancel this Contract and all other Contracts between the parties hereto, (ii) liquidate such cancelled Contracts in a commercially reasonable manner, and (iii) aggregate such liquidated amounts into a single liquidated settlement amount (the "Settlement Amount") due, which shall be due and payable two (2) business days after written notice by the Non-defaulting Party. In addition, the Non-defaulting Party may set-off any amounts owed by the Defaulting Party to the Non-defaulting Party under any other agreements between the parties against any Settlement Amount owed by the Non-defaulting Party to the Defaulting Party hereunder.

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Buyer reserves the right to apply off-grade grain at market difference without first notifying Seller.

Buyer's performance hereunder, or any delay in such performance, including the acceptance of deliveries of grain on the date or dates specified, shall be excused where such failure to perform or delay is attributable to any cause or reason beyond Buyer's control, including without limitation lack of available storage space, equipment breakdown, labor trouble, governmental regulations, transportation difficulties, embargoes, civil disturbances, acts of God, or any other causes of the like or different character beyond Buyer's control.

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions of their agreement. This Contract is limited to the terms and conditions stated herein, which terms and conditions shall prevail insofar as they might in any way conflict with any terms or conditions of Seller's confirmation.

There are hereby incorporated herein by reference the respective Equal Opportunity Clauses set forth in 41 C.F.R. para. 60-1.4 (a), 41 C.F.R. para. 60-250.4 and 41 C.F.R. para. 60-741.4 to extent the incorporation thereof is required by or necessary for compliance with applicable federal laws, regulations or orders. As used in such clauses, "contractor" shall mean the Seller hereunder. Unless otherwise exempt, this Purchase Order incorporates by reference the EEO Clause contained in 41 C.F.R. Sections 60-1.4, 60-741.5, and 60-250.5.

CONTROVERSIES: Controversies and/or other disagreements between Buyer and Seller arising under this Contract shall be settled by arbitration which shall be a condition precedent to any right of legal action that either Buyer or Seller may have against the other party. Any arbitration shall be in accordance with the rules of the National Grain and Feed Association [NGFA]. At the time notice of arbitration is served by either Buyer or Seller upon the other, (i) if either is a member of NGFA, the NGFA Arbitration Committee shall serve as the arbitrator; (ii) if neither is a member of the NGFA, the American Arbitration Association shall serve as the arbitrator.



Gavilon Grain, LLC

PINE BLUFF AR
509 ISLAND HARBOR MARINA RD
PINE BLUFF, AR 71602
870/419-7008

S
E C & D FARMS
L 151 COTTONDALE RD
L
E
R PINE BLUFF AR 71601

Our Number: 6052422
FUTURE ONLY-HTA Purchase
Contract Date: 2/20/2018
Customer No. 0000240927
Payment Terms:
Broker:
Broker No.:
Delivery Terms: DLV PINE BLUFF

SELLER AGREES TO AND CONFIRMS THE SALE OF THE FOLLOWING DESCRIBED COMMODITIES TO GAVILON GRAIN, LLC (BUYER) SUBJECT TO THE TERMS AND CONDITIONS STATED ON THE FACE AND BACK THEREOF. FAILURE TO ADVISE GAVILON GRAIN, LLC IMMEDIATELY BY WIRE OF ANY DISCREPANCY, OBJECTION TO OR DISAGREEMENT WITH SUCH TERMS AND CONDITIONS SHALL BE AN ACCEPTANCE THEREOF.

COMMODITY: #1YSB YELLOW SOYBEANS

QUANTITY: 15,000.00 BU

WEIGHTS: DESTINATION
GRADES: DESTINATION
TRANSPORTATION: TRUCK
REFERENCE:
MARKET REGION: PINE BLUFF AR

Status	Delivery Dates	Schedule Price	Futures Month	Futures Price	Other Fees	BU Scheduled
Unpriced	9/1/2018 - 9/30/2018	\$0.00000	Nov-18	\$10.18000	-\$0.03000	15,000.00

Buyer's scale of discounts at time of delivery to apply.
Rules to apply: NGFA

HTA FEE -.03
BASIS SET BEFORE DLV

Done
Total Contracted BUSHELLS 15,000.00
TO BE PRICED DURING AN ACTIVE SESSION OF THE APPLICABLE EXCHANGE (CBOT/KBOT/MGE) PRIOR TO THE SECOND TO LAST TRADING DAY PRECEDING THE FIRST NOTICE DAY

EXHIBIT

F

BUYER OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SELLER. BUYER'S SCHEDULE OF DISCOUNTS TO APPLY. SELLER GUARANTEES GRAIN U.S. GROWN. IF PRICE OF GRAIN IS ON A PREMIUM BASIS, CONTRACT TO BE PRICED OR SPREAD PRIOR TO THE LAST TRADING DAY PRECEDING THE FIRST DELIVERY DAY OF THE FUTURES CONTRACT.

Confirmation Acknowledged:

Gavilon Grain, LLC

Chad Kent
C & D FARMS

2-22-18
Date

Shane Young
SHANE YOUNG

2-20-18
Date

PLEASE SIGN ONE COPY AND RETURN TO ABOVE ADDRESS.

TERMS AND CONDITIONS

Except as modified or limited by the terms and conditions stated herein, the Contract shall be governed by and construed in accordance with the applicable rules and regulations of the exchange, board or association designated on the face hereof, or, if none is designated or Seller is not a member of said exchange, board, or association, then the applicable trade rules of the National Grain and Feed Association in effect on the date hereof, and, to the extent not inconsistent therewith, the applicable provisions of the Uniform Commercial Code.

Seller warrants to Buyer that all grain sold and delivered hereunder will be of good, sound, dry and merchantable quality in accordance with the grade specified herein; that it will have been grown in the Continental United States unless a non-United States grown clause has been made a part of this Contract and so stated on the face hereof; that it will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, nor be a commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce; that neither any such grain nor the shipment thereof will be in violation of or subject to penalty, seizure or lien under any other federal, state or local law, ordinance regulation quota or order, and all grain sold hereunder will be delivered to Buyer free and clear of any and all liens, encumbrances, security interests, claims and penalties of any kind and nature.

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There are hereby incorporated herein by reference the respective Equal Opportunity Clauses set forth in 41 C.F.R. para. 60-1.4 (a), 41 C.F.R. para. 60-250.4 and 41 C.F.R. para. 60-741.4 to extent the incorporation thereof is required by or necessary for compliance with applicable federal laws, regulations or orders. As used in such clauses, "contractor" shall mean the Seller hereunder. Unless otherwise exempt, this Purchase Order incorporates by reference the EEO Clause contained in 41 C.F.R. Sections 60-1.4, 60-741.5, and 60-250.5.

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Gavilon Grain, LLC

PINE BLUFF AR
509 ISLAND HARBOR MARINA RD
PINE BLUFF, AR 71602
870/419-7008

S
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R
C & D FARMS
151 COTTONDALE RD
PINE BLUFF AR 71601

Our Number: 6052425

FUTURE ONLY-HTA Purchase

Contract Date: 3/7/2018

Customer No. 0000240927

Payment Terms:

Broker:

Broker No.:

Delivery Terms: DLV PINE BLUFF

SELLER AGREES TO AND CONFIRMS THE SALE OF THE FOLLOWING DESCRIBED COMMODITIES TO GAVILON GRAIN, LLC (BUYER) SUBJECT TO THE TERMS AND CONDITIONS STATED ON THE FACE AND BACK THEREOF. FAILURE TO ADVISE GAVILON GRAIN, LLC IMMEDIATELY BY WIRE OF ANY DISCREPANCY, OBJECTION TO OR DISAGREEMENT WITH SUCH TERMS AND CONDITIONS SHALL BE AN ACCEPTANCE THEREOF.

COMMODITY: #1YSB YELLOW SOYBEANS

QUANTITY: 30,000.00 BU

WEIGHTS: DESTINATION

GRADES: DESTINATION

TRANSPORTATION: TRUCK

REFERENCE:

MARKET REGION: PINE BLUFF AR

Status	Delivery Dates	Schedule Price	Futures Month	Futures Price	Other Fees	BU Scheduled
Unpriced	9/1/2018 - 9/30/2018	\$0.00000	Nov-18	\$10.45000	-\$0.03000	30,000.00

Done

Buyer's scale of discounts at time of delivery to apply.
Rules to apply: NGFA

Total Contracted BUSHELS 30,000.00
TO BE PRICED DURING AN ACTIVE SESSION OF THE APPLICABLE EXCHANGE (CBOT/KBOT/MGE) PRIOR TO THE SECOND TO LAST TRADING DAY PRECEDING THE FIRST NOTICE DAY

HTA CONTRACT FEE -.03
BASIS MUST BE SET BEFORE DLV

BUYER OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SELLER. BUYER'S SCHEDULE OF DISCOUNTS TO APPLY. SELLER GUARANTEES GRAIN U.S. GROWN. IF PRICE OF GRAIN IS ON A PREMIUM BASIS, CONTRACT TO BE PRICED OR SPREAD PRIOR TO THE LAST TRADING DAY PRECEDING THE FIRST DELIVERY DAY OF THE FUTURES CONTRACT.

Confirmation Acknowledged:

Gavilon Grain, LLC

Chad Ren

SG

3-7-18

C & D FARMS

Date

SHANE YOUNG

Date

PLEASE SIGN ONE COPY AND RETURN TO ABOVE ADDRESS.

TERMS AND CONDITIONS

Except as modified or limited by the terms and conditions stated herein, the Contract shall be governed by and construed in accordance with the applicable rules and regulations of the exchange, board or association designated on the face hereof, or, if none is designated or Seller is not a member of said exchange, board, or association, then the applicable trade rules of the National Grain and Feed Association in effect on the date hereof, and, to the extent not inconsistent therewith, the applicable provisions of the Uniform Commercial Code.

Seller warrants to Buyer that all grain sold and delivered hereunder will be of good, sound, dry and merchantable quality in accordance with the grade specified herein; that it will have been grown in the Continental United States unless a non-United States grown clause has been made a part of this Contract and so stated on the face hereof; that it will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, nor be a commodity which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce; that neither any such grain nor the shipment thereof will be in violation of or subject to penalty, seizure or lien under any other federal, state or local law, ordinance regulation quota or order, and all grain sold hereunder will be delivered to Buyer free and clear of any and all liens, encumbrances, security interests, claims and penalties of any kind and nature.

In the event that a party hereto (the "Defaulting Party") becomes insolvent, or suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or generally fails to pay its debts as they become due, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or seeks reorganization, in order to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code, Title 11 of the United States Code, as amended or recodified from time to time, or under any state or federal law granting relief to debtors then the other party (the "Non-defaulting Party") may (i) immediately cancel this Contract and all other Contracts between the parties hereto, (ii) liquidate such cancelled Contracts in a commercially reasonable manner, and (iii) aggregate such liquidated amounts into a single liquidated settlement amount (the "Settlement Amount") due, which shall be due and payable two (2) business days after written notice by the Non-defaulting Party. In addition, the Non-defaulting Party may set-off any amounts owed by the Defaulting Party to the Non-defaulting Party under any other agreements between the parties against any Settlement Amount owed by the Non-defaulting Party to the Defaulting Party hereunder.

The parties agree that each of them is a forward contract merchant as set forth in 11 U.S.C. Section 101(25). The parties also agree that this Contract and any other commodity contract between the parties are all forward contracts as defined in 11 U.S.C. Section 101(25). The payments and transfers described herein shall constitute "Settlement Payments" or "Margin Payments" as set forth in 11 U.S.C. Sections 101(51A) and (38).

Each Party consents to the recording of all telephone conversations between its representative and the representatives of the other Party.

This Contract is made on the basis of freight rates in effect on the date hereof. Any increase in freight rates taking effect before the full performance of this Contract shall be for the account of Seller unless otherwise adjusted and agreed upon between the parties at the time of the affected shipment.

All shipments of grain hereunder shall be made by Seller to the place of delivery designated herein. Buyer may subsequently designate any reasonable alternate place of delivery to facilitate Seller's performance of this Contract but shall have no obligation to do so. Any increased shipping charges incurred under this provision shall be for Seller's account and any reductions in shipping charges shall be for Buyer's account; provided however, if the designated alternate delivery points are solely for Buyer's convenience, increase shipping charges shall be for Buyer's account.

Unless otherwise specified, each shipment hereunder will be applied to the oldest open contract between Buyer and Seller.

Buyer reserves the right to apply off-grade grain at market difference without first notifying Seller.

Buyer's performance hereunder, or any delay in such performance, including the acceptance of deliveries of grain on the date or dates specified, shall be excused where such failure to perform or delay is attributable to any cause or reason beyond Buyer's control, including without limitation lack of available storage space, equipment breakdown, labor trouble, governmental regulations, transportation difficulties, embargoes, civil disturbances, acts of God, or any other causes of the like or different character beyond Buyer's control.

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions of their agreement. This Contract is limited to the terms and conditions stated herein, which terms and conditions shall prevail insofar as they might in any way conflict with any terms or conditions of Seller's confirmation.

There are hereby incorporated herein by reference the respective Equal Opportunity Clauses set forth in 41 C.F.R. para. 60-1.4 (a), 41 C.F.R. para. 60-250.4 and 41 C.F.R. para. 60-741.4 to extent the incorporation thereof is required by or necessary for compliance with applicable federal laws, regulations or orders. As used in such clauses, "contractor" shall mean the Seller hereunder. Unless otherwise exempt, this Purchase Order incorporates by reference the EEO Clause contained in 41 C.F.R. Sections 60-1.4, 60-741.5, and 60-250.5.

CONTROVERSIES: Controversies and/or other disagreements between Buyer and Seller arising under this Contract shall be settled by arbitration which shall be a condition precedent to any right of legal action that either Buyer or Seller may have against the other party. Any arbitration shall be in accordance with the rules of the National Grain and Feed Association [NGFA]. At the time notice of arbitration is served by either Buyer or Seller upon the other, (i) if either is a member of NGFA, the NGFA Arbitration Committee shall serve as the arbitrator; (ii) if neither is a member of the NGFA, the American Arbitration Association shall serve as the arbitrator.

GAVILON **Gavilon Grain, LLC**

PINE BLUFF AR
 509 ISLAND HARBOR MARINA RD
 PINE BLUFF, AR 71602
 870/419-7008

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L
L
E
R
C & D FARMS
 151 COTTONDALE RD
 PINE BLUFF AR 71601

Our Number: 6052426**FUTURE ONLY-HTA Purchase****Contract Date: 5/1/2018****Customer No. 0000240927****Payment Terms:****Broker:****Broker No.:****Delivery Terms: DLV PINE BLUFF**

SELLER AGREES TO AND CONFIRMS THE SALE OF THE FOLLOWING DESCRIBED COMMODITIES TO GAVILON GRAIN, LLC (BUYER) SUBJECT TO THE TERMS AND CONDITIONS STATED ON THE FACE AND BACK THEREOF. FAILURE TO ADVISE GAVILON GRAIN, LLC IMMEDIATELY BY WIRE OF ANY DISCREPANCY, OBJECTION TO OR DISAGREEMENT WITH SUCH TERMS AND CONDITIONS SHALL BE AN ACCEPTANCE THEREOF.

COMMODITY: #1YSB YELLOW SOYBEANS**QUANTITY: 5,000.00 BU****WEIGHTS: DESTINATION****GRADES: DESTINATION****TRANSPORTATION: TRUCK****REFERENCE:****MARKET REGION: PINE BLUFF AR**

Status	Delivery Dates	Schedule Price	Futures Month	Futures Price	Other Fees	BU Scheduled
Unpriced	9/1/2018 - 9/30/2018	\$0.00000	Nov-18	\$10.45000	\$0.03000	5,000.00

Buyer's scale of discounts at time of delivery to apply.
 Rules to apply: NGFA

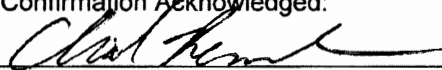
HTA FEE .03 5000 of 20,000 bu

DONE
Total Contracted BUSHELS 5,000.00
 TO BE PRICED DURING AN ACTIVE SESSION OF THE APPLICABLE EXCHANGE (CBOT/KBOT/MGE) PRIOR TO THE SECOND TO LAST TRADING DAY PRECEDING THE FIRST NOTICE DAY

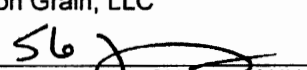
BUYER OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SELLER. BUYER'S SCHEDULE OF DISCOUNTS TO APPLY. SELLER GUARANTEES GRAIN U.S. GROWN. IF PRICE OF GRAIN IS ON A PREMIUM BASIS, CONTRACT TO BE PRICED OR SPREAD PRIOR TO THE LAST TRADING DAY PRECEDING THE FIRST DELIVERY DAY OF THE FUTURES CONTRACT.

Confirmation Acknowledged:

Gavilon Grain, LLC


 C & D FARMS

5-25-18
 Date

56

 SHANE YOUNG

5-01-18
 Date

PLEASE SIGN ONE COPY AND RETURN TO ABOVE ADDRESS.

TERMS AND CONDITIONS

Except as modified or limited by the terms and conditions stated herein, the Contract shall be governed by and construed in accordance with the applicable rules and regulations of the exchange, board or association designated on the face hereof, or, if none is designated or Seller is not a member of said exchange, board, or association, then the applicable trade rules of the National Grain and Feed Association in effect on the date hereof, and, to the extent not inconsistent therewith, the applicable provisions of the Uniform Commercial Code.

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In the event that a party hereto (the "Defaulting Party") becomes insolvent, or suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or generally fails to pay its debts as they become due, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or seeks reorganization, in order to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code, Title 11 of the United States Code, as amended or recodified from time to time, or under any state or federal law granting relief to debtors then the other party (the "Non-defaulting Party") may (i) immediately cancel this Contract and all other Contracts between the parties hereto, (ii) liquidate such cancelled Contracts in a commercially reasonable manner, and (iii) aggregate such liquidated amounts into a single liquidated settlement amount (the "Settlement Amount") due, which shall be due and payable two (2) business days after written notice by the Non-defaulting Party. In addition, the Non-defaulting Party may set-off any amounts owed by the Defaulting Party to the Non-defaulting Party under any other agreements between the parties against any Settlement Amount owed by the Non-defaulting Party to the Defaulting Party hereunder.

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